

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM: 1

**Date:** March 3, 2010

**Subject:** Information Relative to Possible Conflict of Interest

**Recommendation\*:** Note agenda items and contractors/subcontractors which may require member abstentions due to possible conflicts of interest.

**Background:** In accordance with California Government Code 84308, members of the Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
4	P10049	Accountemps Inc. <i>Mike Scott</i>	N/A
8	C08002-1	CH2M Hill <i>Farshad Farhang</i>	Parsons Brinckerhoff/Associated Engineers <i>Jim Imbierski</i> AECOM/Boyle Engineering <i>Mario Montes/ Ed Kouzi</i> STB Landscaping Architects <i>Shawn Burch</i>

\*

*Approved  
Board of Directors*

Date: \_\_\_\_\_

Moved: \_\_\_\_\_ Second: \_\_\_\_\_

In Favor: \_\_\_\_\_ Opposed: \_\_\_\_\_ Abstained: \_\_\_\_\_

Witnessed: \_\_\_\_\_

10	C05023-1	David Evans and Associates, Inc. <i>Bernie McInally</i>	Vali Cooper & Associates <i>Doug Franco</i>
13	C07024-1	Harris & Associates <i>Brett Barnett</i>	N/A
28	C10120	Gladstein, Neandross & Associates <i>Erik Neandross</i>	N/A
29	C10177	PFM Asset Management LLC <i>Nancy Jones</i>	N/A

**Financial Impact:** This item has no direct impact on the budget.

**Reviewed By:** This item is prepared monthly for review by the Board of Directors and Policy Committee members.

# BOARD OF DIRECTORS ATTENDANCE RECORD - 2010

Name	Jan	Special Jan 20 Mtg.	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Gary Ovitt</b> Board of Supervisors	X		X										
<b>Brad Mitzelfelt</b> Board of Supervisors	X	X	X										
<b>Paul Biane</b> Board of Supervisors	X	X	X										
<b>Josie Gonzales</b> Board of Supervisors	X	X	X										
<b>Neil Derry</b> Board of Supervisors	X	X	X										
<b>Charley Glasper</b> City of Adelanto	X	X	X										
<b>Rick Roelle</b> Town of Apple Valley	X	X	X										
<b>Julie McIntyre</b> City of Barstow	X	X	X										
<b>Bill Jahn</b> City of Big Bear Lake	X		X										
<b>Dennis Yates</b> City of Chino	X		X										
<b>Gwenn Norton-Perry</b> City of Chino Hills	X												
<b>Ed Graham</b> City of Chino Hills		X	X										
<b>Kelly Chastain</b> City of Colton	X	X	X										
<b>Mark Nuaimi</b> City of Fontana	X	X	X										
<b>Bea Cortes</b> City of Grand Terrace	X	X	X										

X = member attended meeting.

\* = alternate member attended meeting.

Empty box = Did not attend meeting

Crossed out box = not a Board Member at the time.

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# BOARD OF DIRECTORS ATTENDANCE RECORD - 2010

Name	Jan	Special Jan 20 Mtg.	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>Mike Leonard</b> City of Hesperia	X	X	X										
<b>Larry McCallon</b> City of Highland	X	X	X										
<b>Rhodes 'Dusty' Rigby</b> City of Loma Linda	X	X	X										
<b>Paul Eaton</b> City of Montclair	X	X	X										
<b>Jeff Williams</b> City of Needles	X		X										
<b>Alan Wapner</b> City of Ontario	X	X	X										
<b>Diane Williams</b> City of Rancho Cucamonga	X		X										
<b>Pat Gilbreath</b> City of Redlands	X		X										
<b>Ed Scott</b> City of Rialto	X	X	X										
<b>Patrick Morris</b> City of San Bernardino	X	X	X										
<b>Jim Harris</b> City of Twentynine Palms	X	X	X										
<b>John Pomierski</b> City of Upland	X	X	X										
<b>Ryan McEachron</b> City of Victorville	X		X										
<b>Dick Riddell</b> City of Yucaipa	X	X	X										
<b>William Neeb</b> Town of Yucca Valley	X	X	X										
<b>Ray Wolfe</b> Ex-Official Member	X		X										

X = member attended meeting.  
brdatt10

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Crossed out box = not a Board Member at the time.

# BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	Special May 20 Mtg	June	July	Aug	Sept	Oct	Nov	Dec
<b>Larry McCallon</b> City of Highland	X	X	X	X	X	X	X	X	*	X	X	X	X
<b>Rhodes 'Dusty' Rigsby</b> City of Loma Linda	X	X	X	X	X	X	X	X		X	X	X	X
<b>Paul Eaton</b> City of Montclair	X	X	X	X	*		X	X	X	X	X	X	X
<b>Jeff Williams</b> City of Needles	X	X		X	X		X	X	X	X		X	
<b>Alan Wapner</b> City of Ontario	X	X	X	*	X		X	X	X	X	X	X	X
<b>Diane Williams</b> City of Rancho Cucamonga	X	X	X	X	X	X	X	X	X	X	X		X
<b>Pat Gilbreath</b> City of Redlands	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>Grace Vargas</b> City of Rialto	*	X	X	X	X	X	X	X	X	X	X	X	X
<b>Ed Scott</b> City of Rialto	X	X	X	X	X		X	*	X	X	X	X	X
<b>Patrick Morris</b> City of San Bernardino	X	X	X	X	X		X	X	X	X	X	X	X
<b>Jim Harris</b> City of Twentynine Palms	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>John Pomierski</b> City of Upland	X	X	X		X	X	X	X	X			X	X
<b>Ryan McEachron</b> City of Victorville	X	X	X	X	X	X	X	*	X	X	X	X	X
<b>Dick Riddell</b> City of Yucaipa	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>William Neeb</b> Town of Yucca Valley	X	X	X	X	X	X	X	X	X	X	X		X
<b>Ray Wolfe</b> Ex-Official Member	Jesus Galvan	X	X	X	Basem Muallem		Basem Muallem	X	X	X	X	X	X

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# BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	Special May 20 Mtg	June	July	Aug	Sept	Oct	Nov	Dec
<b>Gary Ovitt</b> Board of Supervisors	X	X		X	X	X	X	X		X	X	X	X
<b>Brad Mitzelfelt</b> Board of Supervisors	X			X	X		X	X	X	X	X	X	X
<b>Paul Biane</b> Board of Supervisors	X		X	X			X	X	X		X	X	X
<b>Josie Gonzales</b> Board of Supervisors	X	X	X	X	X		X		X	X	X	X	X
<b>Neil Derry</b> Board of Supervisors		X	X	X	X	X	X	X	X		X	X	X
<b>Charley Glasper</b> City of Adelanto	X	X	X	X	X		X	X	X	X	X	X	X
<b>Rick Roelle</b> Town of Apple Valley	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>Julie McIntyre</b> City of Barstow	X	X	X	X	X		X	X		X		X	X
<b>Bill Jahn</b> City of Big Bear Lake	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>Dennis Yates</b> City of Chino	X	X	X	X	X	X	X	X	X		X	X	X
<b>Gwenn Norton-Perry</b> City of Chino Hills		X	X	X	X			X	X		X	X	X
<b>Kelly Chastain</b> City of Colton	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>Mark Nuaimi</b> City of Fontana	X	X	X	X	X	X	X	X	X	X	X	X	X
<b>Bea Cortes</b> City of Grand Terrace	*	X	X	X	X	X	X	X	X		X	X	X
<b>Mike Leonard</b> City of Hesperia	X	X		X	X		X	X	X		X		X

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 3

**Date:** March 3, 2010

**Subject:** January 2010 Procurement Report

**Recommendation:** Receive Monthly Procurement Report.

**Background:** The Board of Directors approved the Contracting and Procurement Policy (Policy No. 11000) on January 3, 1997. The Executive Director, or designee, is authorized to approve Purchase Orders up to an amount of \$50,000. All procurements for supplies and services approved by the Executive Director, or his designee, in excess of \$5,000 shall be routinely reported to the Administrative Committee and to the Board of Directors.

Attached are the purchase orders in excess of \$5,000 to be reported to the Board of Directors for the month of January 2010.

**Financial Impact:** This item imposes no impact on the FY 2009/2010 Budget. Presentation of the monthly procurement report will demonstrate compliance with the Contracting and Procurement Policy (Policy No. 11000).

**Reviewed By:** This item was reviewed and received by the Administrative Committee on February 10, 2010.

**Responsible Staff:** William Stawarski, Chief Financial Officer

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

# **JANUARY 2010 REPORT OF PURCHASE ORDERS**

	Vendor	Purpose	Safe Source Y/N	Amount
P10166	Oracle	Primavera P6 Enterprise Project Portfolio Management application and support, and Primavera Contract Management application and support	No – Required software for consultant compatability	19,765.82
P10167	TH Enterprises, Inc.	2010 Regional Council Management System Software Agreement	No – Contract 09-192	7,200.00
P10171	TH Enterprises, Inc.	Reimplementation of LTF and STAF in RCMS	No – Contract 09-192	12,400.00
P10172	Dhillon Management Services	Analysis of VVTA Administrative Staffing	Yes – Significant Time Constraints	25,000.00
P10176	Riverside County Transportation Commission	Professional Services for Government Relations Manager	No	35,560.00
P10178	TH Enterprises, Inc.	Purchase, installation, configuration, and implementation of Double Take Software for Virtual Server	No – Contract 09-192	11,476.75
			<b>TOTAL PURCHASE ORDERS ISSUED</b>	<b>\$111,402.57</b>



## *Minute Action*

### AGENDA ITEM: 4

**Date:** March 3, 2010

**Subject:** Amendment to Purchase Order P10049 with Accountemps, Inc.

**Recommendation:\***

1. Approve Amendment No. 1 to increase Purchase Order P10049 by \$49,000 for a total of \$94,000 with Accountemps Inc. for temporary accounting staff services; and
2. Extend the period of performance through June 2010.

**Background:** The original purchase order, approved in July 2009, provided temporary staff to assist the Finance Department in operating the current TH system during the transition to the new EDEN software system. At that time, it was estimated that staff would run the two systems parallel through the end of calendar year 2009. It is now estimated that SANBAG will continue to operate both systems through the end of fiscal year 2010.

This amendment requests approval to continue with temporary staff in order to continue running the TH system parallel with the EDEN system.

**Financial Impact:** The amendment provides for an increase of \$49,000 for a new total purchase order amount of \$94,000. This item is consistent with the Fiscal Year 2009/2010 budget, Task 0101-120 – Indirect-General.

**Reviewed By:** This item was reviewed by the Administrative Committee on February 10, 2010 and unanimously recommended for approval.

**Responsible Staff:** William Stawarski, Chief Financial Officer

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_



Purchase Order No.

P10049

Vendor Code

ACCOUNTE

## Purchase Order

**To:** Accountemps Inc.  
3403 10th Street, #310  
Riverside, CA 92501

**From:** SANBAG  
1170 W. Third Street  
Second Floor  
San Bernardino, CA 92410

P.O. DATE DUE DATE CONFIRM TO

07/28/09 12/31/09

SHIP VIA REQ DATE

07/20/09

REQUISITIONED BY

BUYER

CONFIRM PREFERRED DELIVERY

CORD CY Cynthia Cordova

STAW WI William Stawarski

Line #	Item Number	Quantity Ordered	Unit Cost	Extension
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1	*ORG 7/20/09	Finance Temporary Services		
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Services needed to run parallel between TH system and Eden syste

ISF10	54 5553	5553		45,000.00
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2	*A1 02/10/10	Finance Temporary Service		
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Services needed to run parallel between TH system and Eden syste

ISF10	54 5553	5553		49,000.00
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Total Purchase Order :				94,000.00
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Paul M. Eaton  
SANBAG Board President

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 5

**Date:** March 3, 2010

**Subject:** SANBAG Subregional Travel Demand Forecasting Model Development

**Recommendation:**\* Approve the release of Request for Proposals (RFP) No. 10194 for development of the San Bernardino County Transportation Analysis Model (SBTAM)

**Background:** This item requests approval for release of an RFP for development of a travel demand forecasting model to replace the obsolete RIVSAN model (Riverside/San Bernardino model) and to expand modeling capabilities in the Mountain/Desert subareas. The model development is needed to support SANBAG, Caltrans, and local jurisdiction requirements for the following: freeway segment, interchange, grade separation, and arterial project approval and environmental documents; analysis of new interchanges for purposes of the Nexus Study interchange priority list; response to requests by Caltrans and local jurisdictions for forecasts on specific highway facilities; and scenario testing related to SB-375.

The RIVSAN model has been the subregional travel demand forecasting model for Riverside and San Bernardino Counties for two decades. The model has been updated several times, but until recently has retained the same essential model structure from the early 1990s. Riverside County completed a significant model update within the last year that resulted in a focused model for the County (RIVTAM – the Riverside County Transportation Analysis Model), built on the foundation of the Southern California Association of Governments (SCAG) Regional Model in TransCAD software. RIVTAM is now a separate and distinct modeling tool from the bi-county RIVSAN model.

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

The most recent model update in the San Bernardino Valley subarea is the model developed for use in several transit and highway projects: the E Street Bus Rapid Transit project, the Long Range Transit Plan (LRTP) for the San Bernardino Valley, the Redlands Rail project, and the I-10 HOV project. The first objective of this procurement is to develop a new model for the Valley that employs the densified zone system previously prepared by SANBAG and that is built on the structure of the new SCAG Regional Model in TransCAD software.

Also in San Bernardino County, the Victor Valley Area Transportation Study (VVATS) model was developed in 2006 to support the development of the transportation plan for the Victor Valley. This model was built on the "SCAG Interim Model," a version of the SCAG Regional Model that was originally developed to support the 2007 South Coast Air Quality Management Plan. A second objective of this procurement is to develop an updated model for the Mountain/Desert areas of San Bernardino County. The Mountain/Desert Model will include not only the VVATS modeling area, but expansion of the model to Barstow, the Mountains subarea, and the Morongo Basin. The intent is to build separate subregional models for the Mountain/Desert subareas and for the San Bernardino Valley subarea. As an option, this project will consider a unified Valley/Mountain/Desert model, weighing factors such as the number of zones, processing times, and model functionality.

The model update is needed at this time for the following reasons:

- SCAG no longer maintains the RIVSAN model. The model structure is oversimplified for current needs and operates on modeling software (TRANPLAN) and an operating system (UNIX) that are being phased out by SCAG.
- SANBAG needs to be better positioned to respond to SANBAG, Caltrans, and jurisdiction needs for traffic forecasts. Although model output for the Valley can be obtained from recent consultant applications of the I-10 HOV, Long Range Transit Plan (LRTP), and E Street Bus Rapid Transit (BRT) models, these models are in EMME/2 software, and even minor changes in model assumptions need to be taken back to the consultant for application.
- There is no current modeling capability outside the Valley and Victor Valley subareas. Expansion to additional geographic areas has been discussed for a number of years, but staff has been holding off until the transition to the most current update of the SCAG Regional Model in TransCAD is complete.
- Staff needs the option to be able to make quick turn-around model runs for specific applications without being dependent on consultant assistance. Example applications were listed earlier.
- In addition to the availability of the new regional TransCAD model and its operation on a PC platform, SCAG has completed the first phase of a new

- In addition to the availability of the new regional TransCAD model and its operation on a PC platform, SCAG has completed the first phase of a new Subregional Model Development Tool (SMDT). An upgraded version of the SMDT will be available by May 2010, and it is expected that this tool will be used in the development of the San Bernardino County subregional model. This will save substantial costs compared to what neighboring counties have spent on recent model upgrades.

SANBAG is not the only agency that relies on these models. Caltrans and local jurisdictions require travel demand forecasts from a defensible, validated, modeling source. SANBAG has spent very little on transportation modeling updates over the last decade. Limited updates have been provided through SANBAG and SCAG staff efforts to stay current on socio-economic data inputs and network changes for the RIVSAN model. SANBAG has delayed this upgrade as long as possible, and the tools are in place to make this an effective and efficient upgrade.

Staff needs to initiate this effort by early May so that there is at least limited overlap between the consultant work on SCAG's SMDT and the SANBAG project. Some limited testing is being done on the SMDT using San Bernardino County data sets, and there is an opportunity for feedback to the SCAG consultant to ensure that the SMDT works effectively for San Bernardino County needs. The SCAG consultant project is scheduled to be complete by June 30, 2010.

This SANBAG procurement is anticipated to be a partnership between SCAG, SANBAG, Caltrans, local jurisdictions, and the consultant. SANBAG has coordinated with SCAG, Caltrans, and selected local jurisdiction staff in the development of the RFP, and the consultant selection panel will be composed of these agencies. The Scope of Services for the RFP is provided in Attachment 1.

**Financial Impact:** This item is consistent with the current FY2009/2010 Budget, Task No. 20210000, Transportation Modeling and Forecasting.

**Reviewed By:** This agenda item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on February 17, 2010.

**Responsible Staff:** Ty Schuiling, Director of Planning and Programming

**ATTACHMENT 1**  
**SCOPE OF SERVICES FOR UPDATE OF THE SAN BERNARDINO COUNTY**  
**SUBREGIONAL TRANSPORTATION ANALYSIS MODEL (SBTAM)**

**BACKGROUND**

The RIVSAN model has been the subregional travel demand forecasting model for Riverside and San Bernardino Counties for two decades. The model has been updated several times, but until recently has retained the same essential model structure from the early 1990s. Riverside County completed a significant model update within the last year that resulted in a focused model for the County, built on the foundation of the SCAG Regional Model in TransCAD.

The most recent model update in the San Bernardino Valley subarea is the model developed for use in several transit and highway projects: the E Street Bus Rapid Transit (BRT) project, the Long Range Transit Plan (LRTP) for the San Bernardino Valley, the Redlands Rail project, and the I-10 HOV project. The model employs a densified zone system in the West Valley and the East Valley Travel Demand Model (EVTDM) zones in the East Valley. It also incorporates the OCTA mode choice model for transit and HOV analysis purposes. The model is run under EMME/2 software and projects traffic to 2035. It contains approximately 1400 zones for the San Bernardino Valley, compared to approximately 260 zones for the same area in the SCAG Regional Model. The first objective of this procurement is to develop a new model for the Valley that employs the densified zone system previously prepared by SANBAG and that is built on the structure of the SCAG Regional Model in TransCAD.

Also in San Bernardino County, the Victor Valley Area Transportation Study (VVATS) model was developed in 2006 to support the development of the transportation plan for the Victor Valley. This model was built on the "SCAG Interim Model," a version of the SCAG Regional Model that was originally developed in TRANPLAN for use in the 2007 Air Quality Management Plan. The VVATS model uses almost 600 zones in the Victor Valley, compared to approximately 60 zones covering the same area in the SCAG regional model. A second objective of this procurement is to develop an updated model for the Mountain/Desert areas of San Bernardino County starting with the zonal system and network used in the Victor Valley for the current VVATS model and the TransCAD model structure of the SCAG Regional Model. The Mountain/Desert Model will include zone densification in Barstow, the Mountains subarea, and the Morongo Basin in addition to the densification that occurred for the VVATS model. Thus, the intent is to build separate subregional models for the Mountain/Desert subarea and for the Valley subarea. As an option, this project will consider a unified Valley/Mountain/Desert model, weighing factors such as the number of zones, processing times, and model functionality.

It has been the intent of SANBAG to build a new San Bernardino County focused model once the TransCAD version of the Regional Model was complete and made available for subregional use. That time has now arrived. In addition to the availability of the new regional TransCAD model and its operation on a PC platform, SCAG has completed a first phase of a new Subregional Model Development Tool (SMDT). A presentation on this tool was provided at the July 23, 2009 SCAG

Modeling Task Force meeting, and the presentation is available on the SCAG website (see link to Modeling Task Force at <http://www.scag.ca.gov/modeling/mtf/index.htm>). Caliper Corporation is currently under contract to SCAG to further enhance the TransCAD SMDT, and to use the San Bernardino Valley network and zone system as the test bed for that development effort. The upgraded version of the SMDT will be available to the consultant performing the modeling work for SANBAG, and it is expected that this tool will be used in the development of the San Bernardino County subregional model for the Valley and Victor Valley. Several specific capabilities of the TransCAD Subregional Model Development Tool to be available for the SANBAG effort include:

- Automatic zonal aggregation in areas outside the model focus area
- Automatic generation of socio-economic data (SED) for the aggregated zones
- Generation of a full set of model-ready socio-economic data for the disaggregated zones in the model focus area based on a smaller “core” set of data
- Automatic generation of centroids and connection to the network
- Retention of manual refinements to the centroid connectors for future model updates
- Retention and/or appropriate adjustment of model relationships to adapt to the zone systems and network in the aggregated/disaggregated areas
- Selection of model processes to include or exclude in any given model run, depending on the application

## PROJECT OBJECTIVES

The objectives of the update for the San Bernardino County subregional model are to:

- Create two subregional models for San Bernardino County in TransCAD, one for the San Bernardino Valley and one for the Mountain/Desert subareas. Both are to be focused versions of the SCAG Regional Model, splitting zones in San Bernardino County and aggregating zones outside the County. As an option, this project will consider a unified Valley/Mountain/Desert model, weighing factors such as the number of zones, processing times, and model functionality. It would be desirable, though not required, that typical model processing times be held to within 12 hours.
- Validate the models against SCAG base year data (2008) and a set of screenlines appropriate for each subregional model.
- Develop a future-year model representing network changes and growth to 2035, with the added possibility of a 2040 model, pending SCAG discussions on that topic for the Regional Transportation Plan.
- Provide model documentation and training for agency staff.

This procurement is anticipated to be a partnership between SCAG, SANBAG, Caltrans, local jurisdictions, and the consultant. It is anticipated that project resources will be allocated between the Valley and Mountain/Desert subregional models on approximately a 50/50 basis.

## PROPOSED TASKS

Parallel tasks are defined for San Bernardino Valley and Mountain/Desert Subregional Models. For project management purposes, Tasks 1A, 2A, etc. will be used for the Valley model and 1B, 2B, etc. will be used for the Mountain/Desert model, unless it is determined that a single county-wide model is feasible.

1. Obtain available model data from SCAG and SANBAG. The consultant shall obtain from SCAG the data available from the Regional Model and the software for the SMDT. Two months overlap is planned between SCAG's effort on the SMDT and the initiation of consultant work on SANBAG's subregional model development, allowing for support on the SMDT application from Caliper Corporation. SANBAG's previously developed densified zone system in the Valley and the VVATS zone system in the Victor Valley will be used as the starting points for the transportation analysis zone (TAZ) structure within San Bernardino County. This zone system will be further developed by SANBAG, with consultant input, and may be adapted to be consistent with SCAG's Tier 2 zone system. Zone systems maintained by local jurisdictions, such as the zone system for the City of Victorville model, will be examined in the process of defining a zone system for SBTAM. SANBAG will provide the GIS shapefiles for the TAZ coverages to the consultant. The SCAG Regional Model zone structure (Tier 1) will be used as the starting point for an aggregated zone structure outside the County, with zone size increasing farther from the San Bernardino County border.
2. Socio-economic Data (SED). SANBAG will provide the "core SED" corresponding to the zone systems developed for each model. Core SED will be provided for both 2008 and 2035, at times to be discussed with SCAG and the consultant. At a minimum, the core SED will include: population, single family and multi-family households, retail/non-retail employment, and school enrollment. The consultant shall generate the SED for the full set of modeling variables using the SMDT. The mechanism for generating the full set from the core set of SED will be provided by SCAG as a capability of the SMDT. Forecasting to year 2040 may also be required, pending current discussions at SCAG, in which case SANBAG would provide the corresponding SED and changes that need to be made to the network. An additional 2040 model run would be required in that case.
3. Define screenlines and collect traffic data. SANBAG and SCAG will provide access to traffic count data previously collected at model screenlines. The consultant and SANBAG shall jointly define up to 15 screenlines for each model for use in model validation. These would include existing Regional Model screenlines. Consultants should assume the need for new machine traffic counts at up to 40 locations per model.
4. Update highway network for the 2008 base year. SCAG will provide TransCAD networks from the Regional Model. This will include the associated link attribute data. Currently, the SCAG Regional Model contains a network density that is generally compatible with the SANBAG densified zone system in the Valley. SANBAG will identify any additional network links that



should be added in San Bernardino County as well as network modifications. The consultant shall make these changes in the subregional model network. The consultant shall use the SCAG SMDT to create centroids and centroid connectors that are consistent with the SANBAG-provided zone system and provide realistic access locations to the network (i.e. not connected directly to network intersections). The SMDT can automatically assign centroid connectors to mid-block locations. The consultant shall edit centroid connectors to provide reasonable access locations and assign the appropriate connector attributes. The consultant shall provide SANBAG with the resulting TransCAD network files, and SANBAG shall provide a marked up copy of the network showing network changes. Network and zone definition will be closely coordinated between SANBAG, SCAG, Caltrans, and the consultant.

5. Aggregate zones outside San Bernardino County. The consultant shall recommend a zonal aggregation strategy for zones outside San Bernardino County. This shall include the perimeter around San Bernardino County within which regional zones are not to be aggregated. Upon agreement with SANBAG and SCAG, the consultant shall apply the SMDT's aggregation utility to produce an aggregated zone system and set of SED.
6. Modify model setup. The consultant shall modify the Regional Model setup to tailor the processing steps for the San Bernardino Valley and Mountain/Desert subregional models to specific applications. The consultant shall propose application-specific features of the setup to SCAG and SANBAG, including methods for handling mode choice and transit assignment, prior to making the modifications. The intent will be to streamline model run time while providing the model applications needed for planning within the Valley and Mountain/Desert areas. For mode choice, the intent in the Valley is to build a foundation that can later become Federal Transit Administration (FTA) New Starts/Small Starts compliant. However, it is not expected that an FTA New Starts compliant model will be achieved under the current procurement.
7. Validate model. The year 2008 model shall be validated for consistency against SCAG base year data (2008) and the screenlines defined in Task 3. Area-wide statistics, such as VMT, total numbers of trips, total number of transit trips, etc. will be used to gauge the reasonableness of the validation. Forecasts on specific major facilities will also be reviewed for reasonableness, along with peak period directional splits. SANBAG, SCAG, and Caltrans will provide feedback on the adequacy of the validation. SANBAG and SCAG will work with the consultant to identify and implement model refinements to improve model performance, based on initial validation results. This could include refinements in trip generation rates if evidence exists that the rates are not consistent with those in the model focus area. The general comparability of both highway and transit assignments to those from the SCAG Regional Model shall be established on the freeway system and Metrolink. The following key statistics shall be achieved in model validation:
  - Screenlines – The screenlines developed as part of Task 3 shall be used for analysis. 100% of the screenlines must pass the industry standards set forth in the report *Model Validation*

*and Reasonableness Check Manual* (Federal Highway Administration, February 1997). The screenline differences are allowed to vary within 0-10%.

- Root Mean Square Error - The percent root mean squared error (RMSE) is the square root of the model volume minus the actual count squared, divided by the number of counts. It is a measure similar to standard deviation in that it assesses the accuracy of the entire model. The correlation coefficient ( $R^2$ ) between the actual ground counts and the estimated traffic volumes should be greater than 88 percent.
- VMT Comparison – VMT produced by the travel model shall be compared to the Caltrans estimated VMT based on the Highway Performance Monitoring System (HPMS) and SCAG's regional model. The percentage difference between the Caltrans VMT and Model VMT should be less than 5% County-wide.
- Volume-to-Count Ratio – This is computed by dividing the traffic volume estimated from the model by the actual traffic volume counted on various road segments. The deviation is the difference between the model volume and the count, divided by the count.

Any suggested variations from or additions to these criteria should be contained in the consultant proposal.

8. Identify highway network modifications for year 2035. Future year networks shall be created that reflect the SCAG Regional Model future network and that have zone systems consistent with the corresponding 2008 subregional models. SANBAG will provide the consultant with any additional network updates for San Bernardino County, and the consultant shall make the changes in the TransCAD network. If SCAG adopts the additional 2040 horizon year for RTP modeling, a separate 2040 network shall also be created, based on input from SANBAG.
9. Generate future year forecasts. The consultant shall generate a year 2035 forecast for each subregional model, plus a 2040 forecast if that horizon year is also generated by SCAG for the Regional Model. The forecasts shall be based on the future year core SED provided by SANBAG, as expanded to the full SED set by the consultant through the application of the SMDT. SANBAG will provide any necessary supplemental information on school enrollment by zone. SANBAG, SCAG, and Caltrans will review the results of the forecast for reasonableness and provide feedback to the consultant. Modifications of the forecasts may be required based on this review. The forecasts shall include passenger cars/light duty vehicles (HOV and SOV) and trucks.
10. Provide documentation of both the Valley and Mountain/Desert subregional models and a model validation report for each. Six copies of draft reports shall be provided to SANBAG for review, plus a PDF version for distribution by SANBAG. SANBAG, SCAG, and Caltrans will review the reports, and the consultant shall make appropriate modifications and provide six copies and a PDF version of the final reports to SANBAG. Up to three days of training in use of the models shall be provided for SANBAG, SCAG, and Caltrans staff.

11. Make two presentations on the model development activities to the SANBAG Transportation Technical Advisory Committee and one presentation to the SCAG Modeling Task Force. The consultant should anticipate monthly meetings with SANBAG, SCAG, and Caltrans staff and up to three meetings for each subregional model with a group of technical representatives from local jurisdictions.



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 6

**Date:** March 3, 2010

**Subject:** State Budget Impacts on Transportation and Ballot Initiative to Protect Transportation Funding

**Recommendation:** Receive and file report on State budget impacts to transportation funding and the Local Taxpayer, Public Safety and Transportation Protection Act."

**Background:** Governor Schwarzenegger released his budget proposal in January to fill a projected deficit exceeding \$20 billion. As reported to the Administrative Committee in January, the Governor's plan includes a complex tax "shift" that would result in a net reduction in the tax burden on Californians but also a net reduction in transportation revenue. This loss of revenue is directly aimed at public transportation. However, due to the complexity of state transportation funding, the reduced funding levels would result in a reduction of the size of the State Transportation Improvement Program (STIP) which also funds major highway projects. This will ultimately force SANBAG and other transportation agencies across California to make difficult choices as to which projects are funded and which projects are pushed back or removed from a STIP that has shrunk considerably. Additionally, the plan relies on an increase in the per-gallon excise tax on motor fuels to fund highways; this funding source is rapidly losing its value due to the increased fuel economy of cars. Therefore, the Governor's plan sentences the highway program to a permanently decreasing revenue stream. Today's funding structure relies heavily on sales tax generated from motor fuel purchases, which is generally more closely tied to the level of use of state highways.

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

SANBAG staff has developed the attached one-page summary of the state-funded highway projects that are potentially at risk by shrinking state funding for transportation. This document is being circulated by SANBAG and the Self-Help Counties Coalition to the San Bernardino County legislative delegation. Board Members are encouraged to use this document in their own meetings and communications with legislators and Administration officials to convey the significant impacts to San Bernardino County's economy and transportation system. SANBAG staff is in the process of working with local transit operators to quantify the impact of the Governor's proposal on public transportation.

Recently, staff has been receiving information that the Majority Leadership in both houses of the Legislature are planning to move forward with most of the Governor's tax swap in place within the next week or two, with some unknown variations. However, the details of the Democrat plan may change between the time this report is written and presented to the Administrative Committee. As of the time this report was written, Democrat leadership in both houses were seeking some relief for transit agencies, possibly by protecting the excise tax on diesel which is dedicated for transit. An emerging element of the Majority's plan is the authority for transit agencies to place a local "gas fee" on the ballot to raise funds for transit. This is particularly concerning to SANBAG and many other transportation agencies across the state. Voters' appetite for additional "fees" is likely at a historic low and many transit operators do not have the capacity to run a campaign in the midst of service cuts and layoffs. Furthermore, the state's continued abdication of responsibility for transportation is a troubling policy direction.

SANBAG staff will keep the Board of Directors closely apprised of developments related to the Governor's plan and the Democrats' counterproposals.

SANBAG staff also wishes to bring forward an effort underway by the League of California Cities, the California Transit Association, and the California Alliance for Jobs to place an initiative on the November 2010 ballot to further protect local sources of state funding, including transit money. The intent is to close the last remaining loopholes that the Administration and Legislature could use to borrow or raid from local governments to balance the general fund. According to the coalition organizing the campaign around this initiative, the "Local Taxpayer Public Safety and Transportation Protection Act" would:

- Prohibit the State from taking, borrowing or redirecting local taxpayer funds dedicated to public safety, emergency response and other vital local government services. The measure would close loopholes to prevent the taking of local taxpayer funds currently dedicated to cities, counties, special districts and redevelopment agencies. It would also revoke the State's authority to borrow local government property tax funds.
- Protect vital, dedicated transportation and public transit funds from state raids. The measure would prevent State borrowing, taking or redirecting of the state sales tax on gasoline (Prop 42 funds) and Highway User Tax on gasoline (HUTA) funds that are dedicated to transportation maintenance and improvements. It would also prevent the State from redirecting or taking public transit funds.
- Protect local taxpayers by keeping more of our local tax dollars local where there's more accountability to voters, and by ensuring once and for all that our gas taxes go to fund road improvements. The measure also reduces pressure for local tax and fee increases that become necessary when the State redirects local funds.
- Reform state government and enhance fiscal accountability. This measure is a key step in reforming California's broken budget system by restoring more local control and accountability. It also stops the irresponsible practice of the State borrowing special funds that have to be repaid with interest, which only puts our State further in debt.

While the initiative is consistent with SANBAG's adopted legislative platform, SANBAG staff is not recommending that the Board of Directors take a position on the initiative at this time, as the measure has not yet qualified for the ballot. The intent of this report is to keep the Board informed on the initiative's development.

**Financial Impact:** This item has no direct impact on the adopted budget.

**Reviewed By:** This item was reviewed by the Administrative Committee on February 10, 2010.

**Responsible Staff:** Deborah Barmack, Executive Director

## **Attachment #1**

# **Budget proposal jeopardizes \$903 million in San Bernardino County job-creating transportation projects**

<b>San Bernardino County Transportation Construction Dollars At-Risk in Budget Crisis</b>	
<b>State-funded Projects</b>	<b>Next Two FY's Impact</b>
North Milliken Grade Separation (Ontario)	\$66,000,000
Glen Helen Parkway Grade Separation	\$21,200,000
Palm Avenue Grade Separation	\$31,300,000
Lenwood Grade Separation	\$21,600,000
Hunts Lane Grade Separation	\$20,000,000
I-10/Cherry Interchange Improvement	\$61,500,000
I-10/Citrus Interchange Improvement (Fontana)	\$47,200,000
I-10/Ramp widening & aux. lane at Cherry, Citrus & Cider	\$26,400,000
I-10 Westbound mixed flow lane (Yucaipa & Redlands)	\$37,900,000
I-10 Tippecanoe	\$66,300,000
I-10 HOV project development	\$7,314,000
I-215 Bi-County HOV gap closure	\$150,000,000
I-215/Barton Road Interchange reconstruction	\$83,110,000
I-15/Ranchero Interchange	\$83,604,000
I-15 Phase 2 Widening	\$115,000,000
SR-138 West Widening	\$65,000,000
<b>Total Construction Dollars at Risk in San Bernardino County</b>	<b>\$903,428,000</b>



If the Legislature "borrows" transportation money or approves tax gimmicks that erode current protections of transportation revenues, it **could delay thousands of jobs** in San Bernardino County on critical infrastructure projects. This will also have a disastrous domino effect on congestion relief.

**Unemployment in San Bernardino County has exceeded 15%. We urge the Legislature to support infrastructure projects that will create economic opportunity in the short- and long-term for California and the Inland Empire.**

**Domino Effect:** Complex tax shifts will increase pressure on the State Transportation Improvement Program (STIP) which funds major highway capacity projects. This will push projects back, creating an "overflow" of demand for projects, jeopardizing current *and future* projects. This is not a one-time impact. *These are big projects with long term implications.*

**Anti-Stimulus:** Shifting transportation funds is the exact opposite of what San Bernardino County and the Inland Empire needs in these dire times. The federal government came to the rescue last year and kept transportation projects moving with ARRA. We can't keep looking to Uncle Sam for a bailout every year. San Bernardino County needs economic stimulus by:

1. Creating construction Jobs
2. Reducing congestion
3. Investing in long term infrastructure that will be the backbone of our future

Infrastructure requires stable, reliable funding.

**Gas tax gimmicks that harm transportation will not improve the economy.**

BRD1003A1-AH

Contacts:

SANBAG: Deborah Robinson Barmack, Executive Director (909) 884-8276, [dbarmack@sanbag.ca.gov](mailto:dbarmack@sanbag.ca.gov)

Aaron Hake, Director of Intergovernmental & Legislative Affairs, (909) 884-8276, [ahake@sanbag.ca.gov](mailto:ahake@sanbag.ca.gov)

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 7

**Date:** March 3, 2010

**Subject:** Request for Proposals (RFP) for the preparation of Plans, Specifications, and Estimate (PS&E) for a new Sound Wall along State Route 60 (SR-60) in the City of Chino

**Recommendation:\*** Authorize staff to release RFP No. 10-180 for the preparation of Plans, Specifications, and Estimate (PS&E) for a new Sound Wall along SR-60 in the City of Chino.

**Background:** **This action may lead to the award of a new consultant contract for design related services.** In 1997, SANBAG and Caltrans completed a widening project on SR-60 between the Los Angeles County line and the SR-60/ Interstate 15 Separation. The project added one mixed flow lane and one High Occupancy Vehicle (HOV) lane in each direction.

A computer model is used to determine the projected noise with the completion of the freeway improvements, which leads to determining where sound walls are to be constructed as part of the freeway improvement project. Following completion of the project at the request of the residents, additional noise studies are conducted to verify if there is a need for additional noise mitigation as required to meet the Federal requirements. The study identified the need for a 16-foot high Right-of-Way sound wall on westbound SR-60, between Pipeline Avenue and Ramona Avenue in the City of Chino in San Bernardino County. Based on this information, a Noise Barrier Scope Summary Report (NBSSR) was prepared and approved by Caltrans in October 2001. On June 3, 2009, the SANBAG Board approved SANBAG's 2009/2010 budget which included a budget allocation for

*Approved  
Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_



the preparation of Plans, Specifications, and Estimate for this sound wall (Task Number: 81710000).

It is recommended that this RFP move forward in order to start the project development process to enable the future construction of this sound wall.

The draft scope of work to be included in the RFQ package is attached. The RFP uses the SANBAG "boiler plate" RFP with language similar to that used in previous SANBAG issued RFPs.

***Financial Impact:*** This action has no immediate financial impact to SANBAG, however it may lead to the award of a professional services contract in the future.

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on February 11, 2010. SANBAG Counsel has reviewed and approved the draft RFQ package as to form.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

**Contract C10180**

**ATTACHMENT “A”**

**Scope of Services**

**By and between**

**San Bernardino Associated Governments/  
San Bernardino County Transportation Authority**

**and**

**TBD**

**To**

**DEVELOP PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)**

**for**

**A SOUND WALL ALONG STATE ROUTE 60**

**In the City of Chino in  
San Bernardino County, California**

## Scope of Services

### OVERVIEW

The San Bernardino Associated Governments (SANBAG), in cooperation with the California Department of Transportation (CALTRANS), will utilize the services of CONSULTANT to prepare the Plans, Specifications, and Estimates (PS&E) and to provide Right of Way services for a 16-foot high Right-of-Way sound wall, approximately 900 feet long, on westbound State Route (SR) 60, between Pipeline Avenue and Ramona Avenue in the City of Chino in San Bernardino County.

Coordination of SANBAG, CALTRANS, and CONSULTANT will be accomplished through a SANBAG Contract Manager or his designee, a CONSULTANT Project Manager, and a CALTRANS Project Manager.

The SANBAG Contract Manager for this contract shall be:

Mr. Garry Cohoe  
Director of Freeway Construction

CONSULTANT shall be required to perform all professional and technical services necessary to prepare the final (PS&E) and Right-of-Way Certification. **Consultants shall consider using the Caltrans Permit process, if possible, for the delivery of this project. Proposals must include a summary of the pros and cons of using the Permit process in lieu of the standard Caltrans full oversight process.**

### **Project Location and Description**

A Noise Barrier Scope Summary Report (NBSSR) was prepared for this project and was approved by Caltrans on 10/24/2001. The project proposes to build a 16-foot high Right-of-Way sound wall on westbound State Route (SR) 60, between Pipeline Avenue and Ramona Avenue in the City of Chino in San Bernardino County. The existing SR-60 facility at this location is comprised of six 12-foot mixed flow PCC lanes, two 11-foot mixed flow PCC lanes, two 11-foot HOV lanes, two 9-foot inside shoulders, and two 10-foot outside asphalt shoulders. North of the westbound roadbed, a sound wall will be constructed on the right-of-way line from Station 51+50 to Station 61+00. Masonry block or concrete panel will be used to construct the sound wall. A

Transportation Management Plan will be needed for the project as shoulder closures along with adjacent lane closures may be required. The project is categorically exempt under CEQA and a CE has already been issued by Caltrans. **Additional environmental work or re-evaluation, if required, is not part of this contract and will be carried out by SANBAG's on-call consultants.**

### **APPLICABLE STANDARDS**

All documents shall be prepared in accordance with current CALTRANS and Federal Highway Administration (FHWA) regulations, policies, procedures, manuals, and standards. This includes the State of California Department of Transportation Standard Specifications and Standard Special Provisions (SSPs) and the "CALTRANS Highway Design Manual".

### **SERVICES PERFORMED BY CONSULTANT**

CONSULTANT shall be responsible for the Services outlined in this Scope of Services. CONSULTANT services shall conform to the standards, criteria, and requirements of this Scope of Services, and shall include the studies, reports, drawings, plans, specifications, estimates, and special provisions necessary to complete the project.

### **General Description of Required Services**

- A. CONSULTANT shall carry out the directions as received **only** from SANBAG'S Contract Manager or designee. In addition, CONSULTANT shall cooperate with CALTRANS, other agencies, and other CONSULTANTS providing services for this project and for adjacent projects, as necessary.
- B. It is not the intent of the foregoing paragraph to relieve CONSULTANT of professional responsibility during the performance of this Scope of Services. In those instances where CONSULTANT believes a better design or solution to a problem is possible, CONSULTANT shall promptly notify SANBAG's Contract Manager of these concerns, together with reasons there for.
- C. CONSULTANT shall have sole responsibility for the accuracy and completeness of the reports, plans, specifications, estimates, and related material prepared by CONSULTANT for the Project. CONSULTANT shall perform independent quality assurance (QA) checks and identify the preparer of all such material and the QA checker(s) on the cover sheet or transmittal letter prior to any submittal. The plans, concepts, reports, and documentation will be reviewed by CALTRANS, SANBAG, and/or SANBAG's designee for Quality Assurance and overall project consistency.
- D. The exhibits, studies, estimates, calculations, reports and other documents furnished under this Scope of Services shall be of a quality acceptable to SANBAG and CALTRANS. The criteria for acceptance shall be a product of neat appearance, well organized, technically and grammatically correct, checked and having the preparer and checker identified. The appearance, organization and content of all material to be submitted shall be to applicable standards.
- E. The title sheet for reports, each plan sheet, and calculations shall bear the professional seal certificate number, registration classification, expiration date of the certificate, signature of the professional engineer, registered in the State of California, responsible for their preparation.
- F. The CONSULTANT shall maintain a set of project files that are indexed in accordance with CALTRANS' Project Development Uniform File System.
- G. SANBAG reserves the right to approve all project scope of services changes. Any changes resulting from the addition, deletion, or revisions to the Scope of Services will not be made without prior written approval from SANBAG. The CONSULTANT shall not be compensated for making any changes to the project Scope of Services other than those approved in writing by SANBAG.

- H. CONSULTANT shall not suspend performance of work contained in this Scope of Services during the negotiations of any change orders except as may be directed by SANBAG. CONSULTANT shall perform all changes in accordance with the terms and conditions of the approved professional services contract.
- I. At the completion of work under this Scope of Services all electronic files and correspondence relating to the Project shall be turned over to SANBAG who will then forward said files to CALTRANS. This includes all working data, field data, and background information used in creating the deliverables listed in the Scope of Services.
- J. CONSULTANT shall submit all final plans on CD using MicroStation (.dgn) file format in accordance with CALTRANS standards. The electronic files shall include the engineer's electronic signature and seal. CONSULTANT shall verify the latest version of software used prior to submittal. CONSULTANT will also provide Interplot parameter (.i) files in accordance with CALTRANS standards.
- K. CONSULTANT shall obtain, at its expense, all applicable Manuals and Standard Plans and Specifications needed to perform all work included in this Scope of Services.
- L. In the event that non-standard features are necessary, CONSULTANT shall prepare the necessary Fact Sheets for Design Exceptions following CALTRANS guidelines.
- M. CONSULTANT shall employ quality control procedures that identify potential risks and uncertainties related to construction of the Project. Risks that may be encountered include, but are not limited to, soil conditions, constructability, factors of safety, impacts to adjacent properties, public safety, and environmental considerations. If at any time during the performance of this Scope of Services, CONSULTANT observes, encounters, or identifies any circumstance that could pose potential risk, CONSULTANT shall promptly notify SANBAG.
- N. CONSULTANT shall coordinate with all agencies involved or potentially impacted by the Project. CONSULTANT shall inform SANBAG prior to all contacts, meetings, and correspondence with other parties. CONSULTANT shall also be required to coordinate activities with adjacent projects.
- O. This scope of work does not include any services by CONSULTANT for work during construction.

## **SCOPE OF SERVICES**

**Following the selection of a consultant, the selected firm shall prepare and submit a detailed Scope of Services, a Cost Proposal, and Project Schedule.** Selected firm shall use the latest SANBAG Work Breakdown Structure (WBS), and cost and schedule templates for the preparation of the detailed scope of services, cost proposal, and schedule. Copies of the WBS, cost, and schedule templates are available on the SANBAG internet website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov) under "Bids, RFPs and RFQ".

The following summary of the Scope of Services is not all-inclusive and is only intended to be used as an indication of the types of services typically provided by Consultant firms on similar projects. The selected firm shall prepare a detailed and comprehensive Scope of Services which shall include all work necessary for the completion of the Project, including full definition of the tasks, sub-tasks, and deliverables required for the Final Design and Right-of-Way certification services as described in this RFP. In preparing the comprehensive Scope of Services, Cost Proposal and Project Schedule, the Consultant shall utilize the latest SANBAG Level 6 Work Breakdown Structure (WBS) without making any edits to the standard tasks or standard WBS numbering system. Consultants wanting to add sub-tasks to further break down the standard tasks should use separate, non-linked Excel worksheets to break-down or analyze tasks and then copy the total hours to the SANBAG template at level 6

### **TASK 3.100 - PROJECT MANAGEMENT**

- Meet with SANBAG, Caltrans and other stakeholders in monthly Project Development Team (PDT) meetings.
- Attend other project coordination and focused meetings as necessary
- Prepare agendas and meeting minutes
- Prepare and update Project schedule monthly
- Prepare and submit monthly invoices & Project status report

### **TASK 3.185 – PREPARE BASE MAPS AND PLAN SHEETS**

- Perform field reviews
- Review available information
- Research and obtain copies of existing studies
- Research, obtain, and review all available maps and plans of major utilities and proposed utilities within the project area
- Obtain Record of Surveys, benchmark, and centerline tie information
- Obtain drainage information
- Perform field design surveys
- Prepare construction staging concept plans
- Prepare drainage concept plans
- Prepare storm water data report
- Prepare right-of-way data sheets
- Assess utility impacts and relocation requirements
- Prepare geotechnical report
- Prepare structures preliminary design
- Prepare cost estimates

### **TASK 3.205 – PERMITS**

- Determine need for and obtain Caltrans required permits
- Determine need for and obtain City and other required permits.

**TASK 3.230 – PREPARE DRAFT PLANS, SPECIFICATIONS & ESTIMATE (PS&E)**

- Prepare Draft Roadway Plans
- Prepare Draft Highway Planting Plans
- Prepare Draft Traffic Plans
- Prepare Transportation Management Plan
- Prepare Draft Utility Plans
- Prepare Draft Drainage Plans
- Prepare Draft Specifications
- Prepare Draft PS&E Quantities and Estimates
- Structures Draft PS&E Incorporation

**TASK 3.240 – PREPARE DRAFT STRUCTURES PS&E**

- Overall Draft Structures PS&E
- Foundation Plan
- Preliminary Foundation Reports
- Foundation Reports
- Draft Structure Plans
- Draft Structures Special Provisions and Cost Estimate

**TASK 3.250 – PREPARE FINAL STRUCTURES PS&E PACKAGE**

- Final Structures Plan
- Final Structure Special Provisions and Cost Estimate

**TASK 3.255 – PREPARE FINAL COMBINED PS&E PACKAGE**

- Updated PS&E Package
- Final District PS&E Package
- Geotechnical Information Handout
- Materials Information Handout
- Construction Staking Package and Control
- Resident Engineer's Pending File

**TASK 3.260 – PREPARE CONTRACT BID DOCUMENTS**

- Project Submittal Ready to Process (PS&E)
- Draft Contract Ready
- READY TO LIST (RTL)

**TASK 4.200 – UTILITY COORDINATION**

- Approved Utility Relocation Plan
- Utility Relocation Package
- Utility Relocation Management

#### **TASK 4.220 – RIGHT OF WAY ENGINEERING**

- Existing Land Net
- Land Net Maps
- Right of Way Maps
- Acquisition Documents

#### **TASK 4.225 – RIGHT OF WAY CERTIFICATION**

- Parcel and Project Documentation
- Right of Way Deeds



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

### *Minute Action*

AGENDA ITEM: 8

**Date:** March 3, 2010

**Subject:** Plans and specifications approval, advertising approval, construction cooperative agreements, and design consultant contract amendment for the Interstate 10 (I-10) Westbound Lane Addition project

- Recommendation:**\*
1. Approve plans and specifications and authorize advertising for Construction Bids for the I-10 Westbound Lane Addition Project in the Cities of Yucaipa and Redlands and the ramp metering project for the Yucaipa Boulevard on-ramp to I-10 in the City of Yucaipa.
  2. Approve construction cooperative agreement C10186 with Caltrans for the I-10 Westbound Lane Addition Project in the Cities of Yucaipa and Redlands.
  3. Approve construction contribution cooperative agreement R10187 with Caltrans to incorporate ramp metering at the Yucaipa Boulevard on-ramp into the I-10 Westbound Lane Addition Project in the Cities of Yucaipa and Redlands utilizing a contribution of up to \$1 million in State Highway Operations and Protection Program (SHOPP) funding from Caltrans.
  4. Approve Amendment No. 1 to Contract C08002 with CH2M Hill at no additional cost to extend the period of performance to March 8, 2012 for design support as needed through the construction phase of the I-10 Westbound Lane Addition Project.
  5. Approve taking the recommendation for award of the construction contract directly to Board without prior committee approval.

\*

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

**Background:**

**These are the required approvals to allow the I-10 Westbound Lane Addition project to proceed to construction.** SANBAG has been working with Caltrans and the Cities of Yucaipa and Redlands through a Project Development Team (PDT) in completing the design and construction bid package of the I-10 Westbound Lane Project in said cities. This project will add a new mixed flow lane on I-10 in the westbound direction between Live Oak Canyon Road and Ford Street. In addition, a ramp metering project for the I-10 Westbound on-ramp at Yucaipa Boulevard has been completed and will be combined with the I-10 Westbound Lane Addition project for bidding.

The project is ready to proceed to construction. It is anticipated that the advertising period would begin in March, 2010, with bids opened in late April or early May and a contract award recommendation presented to the June, 2010 Board. Construction is anticipated to last 18 months. Construction of the project is funded by State Corridor Mobility Improvement Account (CMIA) funds and Measure I Major projects funds. The California Transportation Commission (CTC) allocated the CMIA funds at their January 2010 meeting.

To allow the project to proceed the following recommendations need to be considered:

**Recommendation 1: Approval of Plans, Specifications and Estimate**

The Plans, Specifications, and Estimate (PS&E) for the projects cited above have been completed and is finalizing the bid package. In compliance with the Public Contracts Code staff is requesting Board approval of the PS&E and authorization for advertisement of the bid package for this project.

**Recommendation 2: Construction Cooperative Agreement with Caltrans**

**This is a new cooperative agreement.** This cooperative agreement (C10186) assigns SANBAG and Caltrans roles and responsibilities for construction management and administration of this construction project, and the funding responsibilities of both parties. The agreement recognizes that SANBAG will Advertise, Award, and Administer (AAA) a construction contract to construct the I-10 Westbound Lane Addition. SANBAG is responsible for providing various construction support services including construction management, construction surveying, staking, materials testing, and construction support at no cost to Caltrans. SANBAG has already procured the services of a construction management firm to provide these services. Caltrans will provide some quality assurance activities.

**Recommendation 3: Construction Contribution Cooperative Agreement with Caltrans for Ramp Metering**

**This is also a new cooperative agreement.** Caltrans has been working with the City of Yucaipa on a ramp metering project for the westbound Yucaipa Boulevard on ramp to Interstate 10. These improvements will enhance the benefit of the I-10 West Bound lane addition. Caltrans has agreed to make a contribution of up to \$1 million in State Highway Operations and Protection Program (SHOPP) funding for the ramp metering improvements. This is the maximum amount Caltrans has discretion to contribute. The current engineering estimate is \$1,050,000. With the current construction market conditions, staff is confident that once the bids are received that the cost of these improvements will be under \$1 million. But, if they did exceed \$1 million SANBAG would be responsible for the portion over \$1 million. This cooperative agreement will detail the funding contribution of the SHOPP funds to SANBAG and will define the roles and responsibilities of each agency relative to adding this component into overall project.

**Recommendation 4: Extend the period for design support**

The design contract for the I-10 Westbound Lane addition project does not currently cover the bidding process and construction support phase of the project. Frequently during construction the contractors and construction field staff require clarification, additional information, authorization for changes, or corrections from the designer of record in order to proceed with construction activity. Under the terms of our cooperative agreements for design with Caltrans, SANBAG is obligated to make the design consultant who prepared the plans available for consultation and corrections during the construction process. In this instance, the designer is CH2M Hill.

No precise scope of work for this type of contract can be specified as questions and issues raised by the contractor are unknown at this time. However, it is anticipated that sufficient budget will remain in the design contract at completion of the design phase to adequately cover the construction engineering need for a project of this size. As a result, this contract amendment will only entail a budget shift in already approved funding. Amendment 1 to the contract with CH2M Hill, Contract C08-002, will add the bidding and construction phase support scope of services to the contract and the associated budget shift, and extend the contract to March 8, 2012.

**Recommendation 5:** Taking the recommendation for award of the construction contract directly to Board without prior committee approval.

SANBAG anticipates advertising this project for bid in March, based on approval of Recommendation 1 of this agenda item with bid opening scheduled for around six to seven weeks after the start of advertising. This contract will be awarded based on lowest responsive bid in accordance with established criteria. In addition, this contract will utilize State Corridor Mobility Improvement Account (CMIA) funds that were voted in January, 2010. As a result, timely award and processing of the contract is extremely important as the award needs to occur within six months of the funds vote. Staff requests that upon bid opening and verification of the lowest responsive bid that the contract is awarded to the lowest responsive bidder at the earliest Board meeting after that. This will insure timely use of State funding and allow the execution of the contract and start of construction to occur at the earliest possible date. The draft contract is contained in the bid package which is submitted for approval in Recommendation 1.

Upon bid opening, an evaluation of funding will be done comparing the actual bid amount with what was programmed. If the bids come in higher than what is programmed, additional funding will need to be approved by the Board. If the bids come in lower than what is programmed, some programmed funds can be removed, preferably funds which can most easily be utilized on other projects. At this point, based on the current level of interest in the project and market conditions, a bid at or below the current estimate is anticipated.

**Financial Impact:** This item is consistent with the 2009/10 SANBAG Budget which does include CMIA and Measure I construction funds for this project. The funds will be committed when the contracts are executed for construction and professional services. TN 86210000

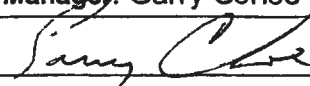
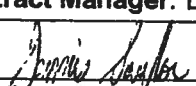

**Reviewed By:** This item was reviewed and recommended for approval by the Major Projects Committee (12-0-3; Abstained: Supervisor Derry, Supervisor Gonzales, and Supervisor Biane), on February 11, 2010. SANBAG Counsel has reviewed and approved the agreements as to form.

**Responsible Staff:** Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. **C10-186**  
by and between San Bernardino County Transportation Authority and California Department of Transportation  
for I-10 Westbound Lane Addition Construction Cooperative Agreement

<b>FOR ACCOUNTING PURPOSES ONLY</b>						
<input type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>08-1464</u> Vendor ID _____	Retention: <input type="checkbox"/> Yes ____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment			
Notes: This is a cooperative agreement defining roles, responsibilities and the funding plan. The funds will be committed when the contracts are executed for construction and professional services.						
Original Contract: \$ _____		Previous Amendments \$ _____				
		Previous Amendments \$ _____				
		Contingency / Allowance Total:				
Contingency / Allowance Amount \$ _____		Current Amendment: \$ _____				
		Current Amendment Contingency / Allowance: \$ _____				
Contingency Amount requires specific authorization by Task Manager prior to release.						
<b>Contract TOTAL ►</b>						<b>\$ _____</b>
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.						
▼ Include funding allocation for the original contract or the amendment						
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>3/3/10</u>				Contract Start: <u>3/3/10</u>		Contract End: <u>12/31/14</u>
New Amend. Approval (Board) Date: _____				Amend. Start: _____		Amend. End: _____
Allocate the <b>Total Contract Amount</b> or <b>Current Amendment</b> amount between <b>Approved Budget Authority</b> in the current year and <b>Future Fiscal Year(s) Unbudgeted Obligation</b> .						
<b>Approved Budget Authority ►</b>		Fiscal Year: _____ \$ _____		<b>Future Fiscal Year(s) – Unbudgeted Obligation ►</b>		\$ _____
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>862</u> (C-Task may be used here.).						
<input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

<b>CONTRACT MANAGEMENT</b>	
<b>Check all applicable boxes:</b>	
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Federal Funds <input type="checkbox"/> State/Local Funds	<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Underutilized DBE (UDBE)

<b>Task Manager:</b> Garry Cohoe	<b>Contract Manager:</b> Dennis Saylor
 Task Manager Signature	 Contract Manager Signature
Date <u>2/1/10</u>	Date <u>2/1/10</u>
 Chief Financial Officer Signature	Date <u>2/14/10</u>

## **COOPERATIVE AGREEMENT**

This agreement, effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Bernardino County Transportation Authority, a public entity referred to as AUTHORITY.

### **RECITALS**

1. CALTRANS and AUTHORITY, collectively referred to as PARTNERS, are authorized to enter into a cooperative agreement for improvements within the SHS right of way per Streets and Highways Code sections 114 and/or 130.
2. WORK completed under this agreement contributes toward construction of 1 W/B Mixed Flow Lane addition on Interstate 10 in the Cities of Redlands and Yucaipa from 0.1 miles E/O Ford Street to 0.1 miles W/O Live Oak Canyon Road, referred to as PROJECT.
3. PARTNERS will cooperate to construct the PROJECT.
4. This agreement is separate from and does not modify or supersede prior Cooperative Agreement No. 8-1286.
5. Prior to this agreement, AUTHORITY developed the Project Initiation Document; AUTHORITY developed the Project Report; AUTHORITY developed the Plans, Specifications and Estimate; and AUTHORITY developed the Right of Way Certification.
6. AUTHORITY prepared the environmental documentation for PROJECT.
7. The estimated date for COMPLETION OF WORK is December 31, 2014.
8. PARTNERS now define in this agreement the terms and conditions under which they will accomplish WORK.

## **DEFINITIONS**

**CALTRANS STANDARDS** – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

**CEQA** – The California Environmental Quality Act (California Public Resources Code, sections 21000 et seq.) that requires State and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

**COMPLETION OF WORK** – All PARTNERS have met all scope, cost, and schedule commitments included in this agreement and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

**CONSTRUCTION** – The project component that includes the activities involved in the administration, acceptance, and final documentation of a construction contract for PROJECT.

**COOPERATIVE AGREEMENT CLOSURE STATEMENT** – A document signed by PARTNERS that verifies the completion of all scope, cost, and schedule commitments included in this agreement.

**FHWA** – Federal Highway Administration.

**FHWA STANDARDS** – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at <http://www.fhwa.dot.gov/programs.html>.

**FUNDING PARTNER** – A partner who commits a defined dollar amount to WORK.

**FUNDING SUMMARY** - The table in which PARTNERS designate funding sources, types of funds, and the project components in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

**HM-1** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

**HM-2** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

**HM MANAGEMENT ACTIVITIES** – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

**IMPLEMENTING AGENCY** – The partner responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

**IQA** – Independent Quality Assurance – Ensuring that IMPLEMENTING AGENCY’S quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another partner.

**PARTNERS** – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner’s individual actions legally bind the other partners.

**PROJECT MANAGEMENT PLAN** – A group of documents used to guide a project’s execution and control throughout the project’s lifecycle.

**RESIDENT ENGINEER** – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer shall be independent of the design engineering company and the construction contractor.

**SCOPE SUMMARY** – The table in which PARTNERS designate their commitment to specific scope activities within each project component as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

**SHS** – State Highway System.

**SPONSOR(S)** – The partner that accepts the obligation to secure financial resources to fully fund WORK. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of WORK defined in this agreement or settle claims.

**SFM (State Furnished Material)** – Any materials or equipment supplied by CALTRANS.

**WORK** – All scope and cost commitments included in this agreement.



### **RESPONSIBILITIES**

9. AUTHORITY is SPONSOR for all WORK.
10. CALTRANS and AUTHORITY are FUNDING PARTNERS for this agreement. Their funding commitments are defined in the FUNDING SUMMARY.
11. CALTRANS is the CEQA lead agency for PROJECT.
12. AUTHORITY is IMPLEMENTING AGENCY for CONSTRUCTION.

### **SCOPE**

#### **Scope: General**

13. All WORK will be performed in accordance with federal and California laws, regulations, and standards.  
  
All WORK will be performed in accordance with FHWA STANDARDS and CALTRANS STANDARDS.
14. IMPLEMENTING AGENCY for a project component will provide a Quality Management Plan for that component as part of the PROJECT MANAGEMENT PLAN.
15. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
16. AUTHORITY may provide IQA for the portions of WORK outside existing and proposed SHS right of way.
17. PARTNERS may, at their own expense, have a representative observe any scope, cost, or schedule commitments performed by another partner. Observation does not constitute authority over those commitments.
18. Each partner will ensure that all of their personnel participating in WORK are appropriately qualified to perform the tasks assigned to them.
19. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in WORK.
20. PARTNERS will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial

Relations if PROJECT work is done under contract (not completed by a partner's own employees) and is governed by the Labor Code's definition of a "public work" (section 1720(a)(1)).

PARTNERS will include wage requirements in all contracts for "public work" and will require their contractors and consultants to include prevailing wage requirements in all agreement-funded subcontracts for "public work".

21. IMPLEMENTING AGENCY for each project component included in this agreement will be available to help resolve WORK-related problems generated by that component for the entire duration of PROJECT.
22. CALTRANS will issue, upon proper application, at no cost, the encroachment permits required for WORK within SHS right of way.

Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.

23. If unanticipated cultural, archaeological, paleontological, or other protected resources are discovered during WORK, all work in that area will stop until a qualified professional can evaluate the nature and significance of the discovery and a plan is approved for its removal or protection.
24. PARTNERS will hold all administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete WORK without the written consent of the partner authorized to release them, unless required or authorized to do so by law.

25. If any partner receives a public records request, pertaining to WORK under this agreement, that partner will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any transferred public documents.
26. If HM-1 or HM-2 is found during WORK, IMPLEMENTING AGENCY for the project component during which it is found will immediately notify PARTNERS.
27. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. CALTRANS will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impact to PROJECT schedule.
28. AUTHORITY, independent of PROJECT, is responsible for any HM-1 found within the Project limits outside existing SHS right of way. AUTHORITY will undertake or cause

to be undertaken HM-1 MANAGEMENT ACTIVITIES with minimum impacts to PROJECT schedule.

29. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 MANAGEMENT ACTIVITIES.
30. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
31. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each partner's responsibilities in this agreement.
32. IMPLEMENTING AGENCY for each project component will furnish PARTNERS with written quarterly progress reports during the implementation of WORK in that component.
33. Upon COMPLETION OF WORK, ownership and title to all materials and equipment constructed or installed as part of WORK within SHS right of way become the property of CALTRANS.
34. IMPLEMENTING AGENCY for a project component will accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.
35. PARTNERS will confer on any claim that may affect WORK or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No partner shall prejudice the rights of another partner until after PARTNERS confer on claim.
36. PARTNERS will maintain and make available to each other all WORK-related documents, including financial data, during the term of this agreement and retain those records for four (4) years from the date of termination or COMPLETION OF WORK, or three (3) years from the date of final federal voucher, whichever is later.
37. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State auditor, FHWA, and AUTHORITY will have access to all WORK-related records of each partner for audit, examination, excerpt, or transaction.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation.

The audited partner will review the preliminary audit, findings, and recommendations, and provide written comments within 60 calendar days of receipt.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

38. PARTNERS consent to service of process by mailing copies by registered or certified mail, postage prepaid. Such service becomes effective 30 calendar days after mailing. However, nothing in this agreement affects PARTNERS' rights to serve process in any other matter permitted by law.
39. PARTNERS will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, SPONSOR(S) will seek out additional funds and PARTNERS will amend this agreement.
40. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.
41. If WORK stops for any reason, PARTNERS are still obligated to implement all applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each partner's responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
42. Each partner accepts responsibility to complete the activities that they selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

**Scope: CONSTRUCTION**

43. AUTHORITY will advertise, open bids, award, and approve the construction contract in accordance with the Public Contract Code and the California Labor Code.

AUTHORITY will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and FUNDING PARTNERS fully fund WORK.

By accepting responsibility to advertise and award the construction contract, AUTHORITY also accepts responsibility to administer the construction contract.

44. AUTHORITY will provide a RESIDENT ENGINEER and construction support staff who are independent of the design engineering company and construction contractor.
45. PARTNERS will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over \$100,000. All CCOs affecting public safety or the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS *Construction Manual* will be approved by CALTRANS in advance of the CCO work to be performed.
46. If the lowest responsible construction contract bid (plus estimated contingencies, supplemental costs and State Furnished Material costs) is equal to or less than the amount shown on the FUNDING SUMMARY for CONSTRUCTION Capital, the IMPLEMENTING AGENCY may award the contract. If the lowest responsible construction contract bid is greater than the amount shown on the FUNDING SUMMARY for CONSTRUCTION Capital, all PARTNERS must be involved in determining how to proceed. If PARTNERS do not agree in writing on a course of action within 15 working days, this agreement will terminate.
47. AUTHORITY will require the construction contractor to furnish payment and performance bonds naming AUTHORITY as obligee and to carry liability insurance in accordance with CALTRANS specifications.
48. AUTHORITY will submit a written request to CALTRANS for any SFM identified in the PROJECT PS&E package a minimum of 45 days prior to the bid advertisement date for PROJECT construction contract. AUTHORITY will submit a written request to CALTRANS for any additional SFM deemed necessary during PROJECT construction.
49. Upon receipt of both SFM and full payment of CALTRANS' invoice for estimated SFM costs, CALTRANS will make the SFM available at a CALTRANS-designated location.
50. CALTRANS will provide Source Inspection on reimbursed basis.
51. AUTHORITY will provide maintenance for those portions of the SHS within WORK limits until Relief of Maintenance or contract acceptance is accepted by AUTHORITY and approved by CALTRANS, after which, CALTRANS assumes full responsibility for maintenance.

**COST**

**Cost: General**

52. SPONSOR(S) will secure funds for all WORK including any additional funds beyond the FUNDING PARTNERS' existing commitments in this agreement. Any change to the funding commitments outlined in this agreement requires an amendment to this agreement.
53. The cost of any awards, judgments, or settlements generated by WORK is a WORK cost.
54. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within existing SHS right of way.
55. AUTHORITY, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to any HM-1 found within PROJECT limits and outside of existing SHS right of way.
56. HM MANAGEMENT ACTIVITIES costs related to HM-2 are a PROJECT CONSTRUCTION cost.
57. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is a WORK cost.
58. The cost to comply with and implement the commitments set forth in the environmental documentation is a WORK cost.
59. The cost to ensure that PROJECT remains in environmental compliance is a WORK cost.
60. The cost of any legal challenges to the CEQA environmental process or documentation is a WORK cost.
61. Independent of WORK costs, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
62. Independent of WORK costs, AUTHORITY will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.

63. Fines, interest, or penalties levied against any partner will be paid, independent of WORK costs, by the partner whose actions or lack of action caused the levy. That partner will indemnify and defend all other partners.
64. CALTRANS will administer all federal subvention funds identified on the FUNDING SUMMARY.
65. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is a WORK cost.
66. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

67. If there are insufficient funds in this agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, the partner implementing the commitments or conditions accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That partner may request reimbursement for these costs during the amendment process.

68. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.
69. FUNDING PARTNERS accept responsibility to provide the funds identified on the FUNDING SUMMARY.
70. SPONSOR(S) accepts responsibility to ensure full funding for the identified scope of work.

**Cost: CONSTRUCTION Support**

71. The cost to maintain the SHS within WORK limits is WORK cost until Relief of Maintenance or contract acceptance is accepted by AUTHORITY and approved by CALTRANS, after which CALTRANS assumes the cost of maintenance.
72. The following partners will submit invoices for CONSTRUCTION Support:
  - CALTRANS will invoice AUTHORITY

73. AUTHORITY will fund \$30,000 to CALTRANS for the cost of Source Inspection as a CONSTRUCTION support cost within 30 working days prior to the construction contract bid advertisement date.

74. PARTNERS will exchange funds for actual costs.

Thereafter, CALTRANS will submit to AUTHORITY monthly invoices for actual expenditures.

After PARTNERS agree that all Scope activities are complete, CALTRANS will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this agreement.

#### **Cost: CONSTRUCTION Capital**

75. The cost of all STATE FURNISHED MATERIAL is a CONSTRUCTION capital cost.

CALTRANS will invoice AUTHORITY for the actual cost of any STATE-FURNISHED MATERIAL.

76. FUNDING PARTNERS will share the cost of CONSTRUCTION by percent in the proportions shown on the FUNDING SUMMARY.

77. The following partners will submit invoices for CONSTRUCTION Capital:

- AUTHORITY will invoice CALTRANS

78. PARTNERS will exchange funds for actual costs.

Thereafter, AUTHORITY will submit to CALTRANS monthly invoices for actual expenditures.

After PARTNERS agree that all Scope activities are complete, AUTHORITY will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this agreement.

#### **SCHEDULE**

79. PARTNERS will manage the schedule for WORK.

#### **GENERAL CONDITIONS**

80. This agreement will be understood in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of



California. Any legal action arising from this agreement will be filed and maintained in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides.

81. CALTRANS invoices for support costs including all direct and applicable indirect costs. Applicable indirect costs are determined by the type of funds being used to pay for support. State and federal funds are subject the Program Functional Rate. Local funds (Measure money, developer fees, special assessments, etc.) are subject to the Program Functional Rate and the Administration Rate. CALTRANS establishes the Program Functional Rate and the Administration Rate annually according to State and Federal regulations.
82. All obligations of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
83. Any PARTNER who performs IQA does so for its own benefit, further, that PARTNER cannot be assigned liability due to it's IQA activities.
84. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement.

It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless AUTHORITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS under this agreement.

85. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority, or jurisdiction conferred upon AUTHORITY under this agreement.

It is understood and agreed that AUTHORITY will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this agreement.

86. This agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. This agreement is not

intended to affect the legal liability of PARTNERS by imposing any standard of care for completing WORK different from the standards imposed by law.

87. PARTNERS will not assign or attempt to assign agreement obligations to parties not signatory to this agreement.
88. Any ambiguity contained in this agreement will not be interpreted against PARTNERS. PARTNERS waive the provisions of California Civil Code section 1654.
89. A waiver of a partner's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.
90. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
91. If any partner defaults in their agreement obligations, the non-defaulting partner(s) will request in writing that the default be remedied within 30 calendar days. If the defaulting partner fails to do so, the non-defaulting partner(s) may initiate dispute resolution.
92. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of AUTHORITY will attempt to negotiate a resolution. If no resolution is reached, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of WORK in accordance with the terms of this agreement. However, if any partner stops WORK, the other partner(s) may seek equitable relief to ensure that WORK continues.

Except for equitable relief, no partner may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

Any civil complaints will be filed in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing partner will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

93. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
94. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions

invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this agreement.

95. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to WORK.
96. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.
97. PARTNERS will execute a formal written amendment if there are any changes to the commitments made in this agreement.
98. This agreement will terminate upon COMPLETION OF WORK or upon 30 calendar days' written notification to terminate and acceptance between PARTNERS, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

99. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY.
100. Signatories may execute this agreement through individual signature pages provided that each signature is an original. This agreement is not fully executed until all original signatures are attached.

**CONTACT INFORMATION**

The information provided below indicates the primary contact data for each partner to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. These changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:

Bryce Johnston, Project Manager  
464 West 4th Street, 6th Floor, (MS-1929)  
San Bernardino, California 92401-1400  
Office Phone:  
Mobile Phone: (760) 269-5150  
Email: bryce.johnston@dot.ca.gov

The primary agreement contact person for AUTHORITY is:

Dennis Saylor, Project Manager  
1170 W. 3rd Street, 2nd Floor  
San Bernardino, California 92410-1715  
Office Phone: (909) 889-8611  
Email: dsaylor@sanbag.ca.gov

**SIGNATURES**

PARTNERS declare that:

1. Each partner is an authorized legal entity under California state law.
2. Each partner has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Raymond W. Wolfe, PhD  
District Director

By: \_\_\_\_\_  
Paul M. Eaton  
President, Board of Directors

CERTIFIED AS TO FUNDS:

Attest: \_\_\_\_\_  
Vicki Watson  
Board Clerk

By: \_\_\_\_\_  
Lisa Pacheco  
Budget Manager

APPROVED AS TO FORM AND  
PROCEDURE

By: \_\_\_\_\_  
Jean-Rene Basle  
AUTHORITY's Counsel

## SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	AUTHORITY	N/A
5					<b>Construction (CON) - 270, 285, 290, 295</b>	X	X	
	270				Construction Engineering and General Contract Administration	X	X	
		10			Construction Staking Package and Control		X	
		15			Construction Stakes		X	
		20			Construction Engineering Work		X	
		25			Construction Contract Administration Work		X	
			05		Secured Lease for Resident Engineer Office Space or Trailer		X	
			10		Set Up Construction Project Files		X	
			15		Pre-Construction Meeting		X	
			20		Progress Pay Estimates		X	
			25		Weekly Statement of Working Days		X	
			30		Construction Project Files and General Field Office Clerical Work		X	
			35		Labor Compliance Activities		X	
			40		Approved Subcontractor Substitutions		X	
			45		Coordination		X	
			50		Civil Rights Contract Compliance		X	
			99		Other Construction Contract Administration Products		X	
		30			Contract Item Work Inspection		X	
		35			Construction Material Sampling and Testing	X	X	
			05		Materials Sampling and Testing for Quality Assurance		X	
			10		Plant Inspection for Quality Assurance		X	
			15		Independent Assurance Sampling and Testing		X	
			20		Source Inspection	X		
		40			Safety and Maintenance Reviews	X	X	
		45			Relief From Maintenance Process	X	X	
		55			Final Inspection and Acceptance Recommendation	X	X	
		60			Plant Establishment Administration		X	
		65			Transportation Management Plan Implementation During Construction		X	
		75			Resource Agency Permit Renewal and Extension Requests		X	
		80			Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract		X	
		99			Other Construction Engineering and General Contract Administration		X	
	285				Contract Change Order Administration	X	X	
		05			Contract Change Order Process		X	
		10			Functional Support		X	
	290				Resolve Contract Claims	X	X	

		05		Analysis of Notices of Potential Claims		X	
		10		Supporting Documentation and Responses to Notices of Potential Claims		X	
		15		Reviewed and Approved Claim Report		X	
		20		District Claim Meeting or Board of Review		X	
		25		Arbitration Hearing		X	
		30		Negotiated Claim Settlement		X	
		35		Technical Support		X	
	295			Accept Contract, Prepare Final Construction Estimate, and Final Report	X	X	
		05		Processed Estimate After Acceptance		X	
		10		Proposed Final Contract Estimate		X	
		15		As-Built Plans		X	
		20		Project History File		X	
		25		Final Report		X	
		30		Processed Final Estimate		X	
		35		Certificate of Environmental Compliance		X	
		40		Long Term Environmental Mitigation/Mitigation Monitoring After Construction Contract Acceptance		X	
		45		Post-Construction Traffic Operations Activities		X	
		99		Other Accept Contract/ Prepare Final Construction Estimate and Final Report		X	

**FUNDING SUMMARY**

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Subtotal Support	Subtotal Capital	Subtotal Funds Type
STATE	CALTRANS	CMIA	\$26,500,000.00	\$0.00	\$0.00	\$26,500,000.00	\$26,500,000.00
LOCAL	AUTHORITY	Measure	\$ 0	\$500,000.00	\$ 500,000.00	\$ 0	\$ 500,000.00
LOCAL	AUTHORITY	STPL	\$ 7,375,000.00	\$3,500,000.00	\$3,500,000.00	\$7,375,000.00	\$10,875,000.00
		Subtotals by Component	\$33,875,000.00	\$4,000,000.00	\$4,000,000.00	\$33,875,000.00	\$37,875,000.00



**SANBAG Contract No. R10-187**

by and between San Bernardino County Transportation Authority and California Department of Transportation  
for I-10 Westbound Lane Addition Construction Contribution Cooperative Agreement

**FOR ACCOUNTING PURPOSES ONLY**

<input type="checkbox"/> Payable	Vendor Contract # <u>08-1474</u>	Retention:	<input checked="" type="checkbox"/> Original
<input checked="" type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes: This is a cooperative agreement defining a contribution of funding for ramp metering work being added to the I-10 Westbound Lane Addition Project. The funds will be committed when the contract is executed for construction.

Original Contract: \$ <u>1,000,000</u>	Previous Amendments \$ _____
	Previous Amendments \$ _____
	Contingency / Allowance Total: \$ _____
Contingency / Allowance Amount \$ _____	Current Amendment: \$ _____
	Current Amendment Contingency / Allowance: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL ► \$ 1,000,000.00**

\* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.

▼ Include funding allocation for the original contract or the amendment

Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
<u>0862</u>	<u>650</u>	<u>000</u>	<u>53701</u>	<u>21402</u>	<u>SHOPP</u>	<u>\$ 1,000,000</u>
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 3/3/10 Contract Start: 3/3/10 Contract End: 6/30/16

New Amend. Approval (Board) Date: \_\_\_\_\_ Amend. Start: \_\_\_\_\_ Amend. End: \_\_\_\_\_

**Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation.**

Approved Budget Authority ►	Fiscal Year: <u>09/10</u> \$ <u>0</u>	Future Fiscal Year(s) – Unbudgeted Obligation ►	\$ <u>0</u>
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☒ Budget authority for this contract currently exists in Task No. 862 (C-Task may be used here.).  
☐ A budget amendment is required. A Budget Amendment Request is attached.

**CONTRACT MANAGEMENT**

**Check all applicable boxes:**

☒ Intergovernmental    ☐ Private    ☐ Federal Funds    ☐ State/Local Funds  
☐ Disadvantaged Business Enterprise (DBE)    ☐ Underutilized DBE (UDBE)

**Task Manager:** Garry Gohoe

**Contract Manager:** Dennis Saylor

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

08-SBd-10-PM 35.2/35.8  
Install Ramp Metering & Widen WB  
on Ramp to 2 Lanes  
EA 0P2604  
District Agreement No. 08-1474

~~Draft Non-Executable~~

**CONTRIBUTION  
COOPERATIVE AGREEMENT**

This AGREEMENT, entered effective into on \_\_\_\_\_, 2010, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO ASSOCIATED  
GOVERNMENTS, a public entity  
referred to herein as "SANBAG."

**RECITALS**

1. STATE and SANBAG, pursuant to Streets and Highways Code sections 114 and 130 are authorized to enter into a Cooperative Agreement for improvements to State Highways Systems (SHS) within the County of San Bernardino.
2. SANBAG is building a project to install ramp metering and widen westbound on-ramp to two lanes, in Yucaipa from 0.3 miles west of Yucaipa Boulevard overcrossing (OC) to 0.3 miles east of Yucaipa OC, referred to herein as "PROJECT."
3. STATE desires to contribute up to \$1,000,000 to participate in SANBAG's construction of PROJECT.
4. The parties hereto intend to define herein the terms and conditions under which PROJECT is to be constructed, financed, and maintained.

**SECTION I**

**SANBAG AGREES:**

1. To undertake and complete PROJECT.
2. SANBAG will submit quarterly invoices for actual expenditures. After SANBAG agrees that all Scope activities are complete, SANBAG will submit a final accounting for all construction capital costs of PROJECT. Based on the final accounting, SANBAG will

refund or invoice as necessary in order to satisfy the obligation of this agreement. If it becomes necessary for an increase in PROJECT funding, said increase will be paid in full by SANBAG using local funds.

3. To construct PROJECT by contract in accordance with plans and specification of SANBAG.

## **SECTION II**

### **STATE AGREES:**

1. To pay SANBAG, within thirty (30) days of receipt of SANBAG's continuous billing, for a portion of the actual expenditures for that quarter, and to continue making such payments on a quarterly basis until completion of construction capital activities for PROJECT, up to a maximum amount of \$1,000,000.

## **SECTION III**

### **IT IS MUTUALLY AGREED:**

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission.
2. Upon completion of all work under this Agreement, ownership and title to all materials, equipment, and appurtenances installed within STATE's right of way as part of the State Highway will automatically be vested in STATE and no further agreement will be necessary to transfer ownership to STATE.
3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority, or jurisdiction conferred upon SANBAG or arising under this agreement. It is understood and agreed that, SANBAG will fully defend, indemnify, and save harmless STATE and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by SANBAG under this agreement.
4. This Agreement shall terminate upon completion and acceptance of the construction contract for PROJECT by SANBAG and upon final payment to SANBAG by STATE or on June 30, 2016, whichever is earlier in time.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

RANDELL H. IWASAKI  
Director of Transportation

By: \_\_\_\_\_  
RAYMOND W. WOLFE, PhD  
District Director

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
Attorney,  
Department of Transportation

CERTIFIED AS TO FUNDS:

By: \_\_\_\_\_  
LISA PACHECO  
District Budget Manager

CERTIFIED AS TO FINANCIAL  
TERMS AND POLICIES:

By: \_\_\_\_\_  
Accounting Administrator

SAN BERNARDINO ASSOCIATED  
GOVERNMENTS

By: \_\_\_\_\_  
PAUL M. EATON  
Board of Directors

Attest: \_\_\_\_\_  
VICKI WATSON  
Board Secretary

APPROVED AS TO FORM AND  
PROCEDURE:

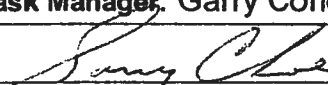


By: \_\_\_\_\_  
SANBAG's Counsel

SANBAG Contract No. C08002-1  
by and between  
San Bernardino County Transportation Authority  
and  
CH2M Hill  
for

Engineering Support Services during Construction of I-10 Westbound Lane Addition

<b>FOR ACCOUNTING PURPOSES ONLY</b>						
<input checked="" type="checkbox"/> Payable	Vendor Contract # _____		Retention:		<input type="checkbox"/> Original	
<input type="checkbox"/> Receivable	Vendor ID _____		<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No		<input checked="" type="checkbox"/> Amendment	
<b>Notes: This is a contract amendment without additional costs.</b>						
Original Contract:		\$ <u>2,767,219.45</u>	Previous Amendments		\$ _____	
Contingency / Allowance Amount		\$ <u>276,722</u>	Previous Amendments Contingency / Allowance Total:		\$ _____	
			Current Amendment:		\$ <u>0</u>	
			Current Amendment Contingency / Allowance:		\$ <u>0</u>	
Contingency Amount requires specific authorization by Task Manager prior to release.						
<b>Contract TOTAL ►</b>					<b>\$ <u>3,043,941.45</u></b>	
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.						
▼ Include funding allocation for the original contract or the amendment						
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
<u>862</u>	<u>650</u>	<u>000</u>	<u>6010/52005</u>	<u>I300/99006</u>	<u>Measure I</u>	\$ _____
Original Board Approved Contract Date:				<u>9/12/07</u>	Contract Start:	Contract End: <u>1/12/10</u>
				<u>9/12/07</u>		
New Amend. Approval (Board) Date:				<u>3/3/10</u>	Amend. Start: <u>3/3/10</u>	Amend. End: <u>3/8/12</u>
Allocate the <b>Total Contract Amount</b> or <b>Current Amendment</b> amount between <b>Approved Budget Authority</b> in the current year and <b>Future Fiscal Year(s) Unbudgeted Obligation</b> .						
Approved Budget Authority ►		Fiscal Year: <u>09/10</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ <u>0</u>
		\$ <u>0</u>				
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>862</u> (C-Task may be used here.).						
<input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

<b>CONTRACT MANAGEMENT</b>	
<b>Check all applicable boxes:</b>	
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Federal Funds
	<input type="checkbox"/> State/Local Funds
	<input type="checkbox"/> Underutilized DBE (UDBE)

<b>Task Manager:</b> Garry Cohoe	<b>Contract Manager:</b> Dennis Saylor
 Task Manager Signature	 Contract Manager Signature
<u>2/4/10</u> Date	<u>2/4/10</u> Date
 Chief Financial Officer Signature	<u>2/4/10</u> Date

**AMENDMENT NO. 1**

**CONTRACT NO. C08002**

**Agreement By And Between**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS/  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**and**

**CH2M Hill**

This AMENDMENT No. 1 to CONTRACT No. C08002 entered into this 3rd day of March, 2010 by and between the firm of CH2M Hill (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WITNESSETH,

WHEREAS, AUTHORITY, under Contract No. C08002, has engaged the services of CONSULTANT to provide professional services for preparation of PS&E for the I-10 Westbound Lane Addition Project, and

WHEREAS, the parties hereto desire to amend the aforesaid Contract to extend the contract expiration date and amend the scope of work to include Engineering Support during Advertising and Construction and Preparation of As-Built Plans.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, CONSULTANT and AUTHORITY do hereby agree as follows:

1. Article 1, Description of Services, shall be amended to include by reference, Attachment "A-1", Additional Scope of Services, which includes Engineering Support during Advertising and Construction as well as Preparation of As-Built Plans.
2. Article 2 Performance Schedule and Force Majeure Paragraph 2.1 shall be amended to extend the Period of Performance by CONSULTANT until March 8, 2012 to allow completion of the work as described in Contract No. C08002 and as amended herein.
3. Except as amended by this Amendment, all other provisions of Contract No. C08002 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

**CH2M Hill**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**San Bernardino Associated Governments**

By: \_\_\_\_\_  
Paul M. Eaton, President  
SANBAG Board of Directors

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel

**ATTACHMENT A-1**

**Additional Scope of Services**

**FOR**

**AMENDMENT NO. 1**

**CONTRACT NO. C08002**

**Agreement By And Between**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS/  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**and**

**CH2M Hill**



## **ADDITIONAL SERVICES TO BE PROVIDED BY CONSULTANT**

CONSULTANT shall be responsible for the Services outlined in this Scope of Services. CONSULTANT services shall conform to the standards, criteria, and requirements of this Scope of Services.

- A. CONSULTANT shall carry out the instructions as received from SANBAG's Contract Manager, or his designee, and shall cooperate with CALTRANS, other agencies, and other consultants providing Services for the Project.
- B. It is not the intent of the foregoing paragraph to relieve CONSULTANT of professional responsibility during the performance of this Scope of Services. In those instances where CONSULTANT believes a better design, or solution to a problem is possible, CONSULTANT shall promptly notify SANBAG's Contract Manager of these concerns, together with reasons therefor.
- C. CONSULTANT shall coordinate its Services with other consultant(s) and contractors in support of the Project or related projects. Any problems or conflicts shall be brought to the immediate attention of SANBAG.
- D. At the completion of this Scope of Services all files and correspondence relating to the Project shall be turned over to SANBAG. This includes all working data, field data, and background information used in creating the deliverables listed in the Scope of Services.
- E. CONSULTANT shall obtain, at its expense, all applicable CALTRANS Manuals and Standard Plans.
- F. SANBAG will be responsible for all construction bidding procedures. In the event that items requiring interpretation in the drawings or specifications are discovered during the bidding period, said items shall be analyzed by CONSULTANT for decision by SANBAG as to the proper procedure required. Corrective action will be in the form of an addendum prepared by CONSULTANT and issued by SANBAG, or, by a covering change order after the award of the construction Contract. CONSULTANT will also be available on an as-needed basis for final preparation of bid documents-including addressing any final updates or addressing comments from review agencies, addressing bid questions, producing bid document addenda, and other preconstruction activities as needed.
- G. Provisions of the Construction Support Services are not intended to and will not in any way create a contractual relationship between CONSULTANT and the construction contractor. The provisions are not intended to and shall not be construed as making CONSULTANT responsible for the failure of the construction contractor to perform the work in accordance with the Contract documents or for the construction means, methods or techniques procedures sequences or safety procedures employed by the construction contractor in the performance of the work.

- II. CONSULTANT shall be required to furnish all necessary additional drawings for corrections and change orders required by errors and/or omissions of CONSULTANT. Such drawings will be requested in writing from CONSULTANT by SANBAG and shall be at no additional cost to SANBAG. All original tracing(s) of the drawings and Contract wording for change orders shall be submitted to SANBAG for distribution.
- I. CONSULTANT may be required to attend a Partnering workshop with SANBAG and the construction contractor. This workshop will be at the request of the contractor.
- J. CONSULTANT may be requested to prepare any addenda required to clarify the work included in the Contract documents. Addenda may be based on site inspection, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period.
- K. CONSULTANT shall be available to respond to questions in the field that may arise relative to the plans, details, or special provisions during construction.
- L. CONSULTANT shall be available to visit the job site for on-site review of construction, or to resolve any discrepancies in the Contract documents. CONSULTANT shall bring to the attention of the SANBAG Resident Engineer any defects or deficiencies in the work which CONSULTANT may observe. CONSULTANT shall have no authority to issue instructions on behalf of either SANBAG. All construction agreements are between SANBAG and its construction contractor.
- M. CONSULTANT shall review all submittal and shop drawings submitted by the resident engineer and the Caltrans Documents unit. CONSULTANT shall review submittals within the durations listed below. The durations are based on those called for in the Standard Specifications and Special Provisions for the particular type of document being submitted, less the following time period to account for transmittance of documents:
- One (1) day per week shall be deducted from review periods specified as 1 week or more in the Standard Specifications and Special Provisions.
  - One (1) day shall be deducted from review periods specified to be less than 1 week in the Standard Specifications and Special Provisions.
- Contract change order reviews shall be completed within three working days of receipt by the CONSULTANT for typical change order requests. Additional review time may be allotted for major change order requests.
- N. CONSULTANT shall appoint a responsible member of the firm to be the contact person for all construction support services. That person should be continually available during the course of construction for review and updating of design plans.

- O. CONSULTANT shall make every reasonable effort to process any material presented for review in a prompt manner.
- P. Upon completion of construction CONSULTANT shall be required to prepare and deliver to SANBAG the final "As-Builts" utilizing information provided by the SANBAG Resident Engineer. Preparation of microfilm of the "As-Builts" is not included in this task.
- Q. Drawings and amendments, required due to actions of SANBAG/CALTRANS, which are beyond the scope of CONSULTANT responsibilities, shall be considered extra services.
- R. Accept as required herein, the Consultant and Consultant's subconsultants shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, mold, polychlorinated biphenyl (PCB) or other toxic substances. Provided that Consultant shall advise Client in the event it becomes aware of the presence of any hazardous materials not otherwise indicated in the information provided by Client to Consultant.
- S. Notwithstanding anything in this Agreement, Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by SANBAG's construction contractors.

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 9

**Date:** March 3, 2010

**Subject:** Property appraisals and offers for acquisition of easements necessary for the Hunts Lane and Union Pacific Railroad Company (UPRR) Grade Separation Project

**Recommendation:\***

1. Approve appraisals for the nine (9) residential and/or common use properties in the cities of Colton and San Bernardino identified in Attachment "A", on which temporary construction, permanent roadway, and/or permanent aerial utility easements are to be acquired for construction of the Hunts Lane Grade Separation Project, and
2. Authorize staff to proceed with the acquisition of temporary construction and/or permanent roadway easements on the properties identified in Attachment "A" for construction of the Hunts Lane Grade Separation Project, in an aggregate amount not to exceed \$75,000, and
3. Authorize the Executive Director to act on behalf of SANBAG in signing offers to acquire the temporary construction and/or permanent roadway easements for the properties identified in Attachment "A" for construction of the Hunts Lane Grade Separation Project.

**Background:** As part of the Traffic Congestion Relief Program (TCRP) established by Assembly Bill 2928 of 2000, SANBAG was the designated recipient of \$95

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

million for the Alameda Corridor East railroad grade separation projects. Hunts Lane at the UPRR tracks is one of the five projects identified for this funding. The project was halted in December 2002 due to shortages in the state budget, but was started again in July 2005 following the addition of federal funding sources to the project. Addition of federal funding required SANBAG to secure National Environmental Protection Act (NEPA) clearance for the project, which was obtained in June 2007.

A Noise Study report prepared for NEPA clearance concluded that sound walls would mitigate project related noise impacts to outdoor uses at certain residential properties along Hunts Lane, south of the proposed grade separation structure. Temporary construction easements are needed to remove existing property walls and construct the proposed sound walls along four (4) properties subject to this action.

At the January 2010 meeting, the Board approved making offers to acquire three (3) residential properties along Hunts Lane in the City of Colton that were deemed necessary to maintain pedestrian access to a medical clinic, to provide emergency vehicle access to existing commercial development and to create a utility corridor for relocation of utilities affected by the project. Temporary construction easements are required to construct a proposed 6-foot tall privacy wall along three (3) existing residential properties that will share a property line with the proposed public use corridor; and, a permanent roadway easement over an existing common use property is needed to construct the proposed pedestrian walkway and emergency vehicle access drive.

As an agent to SANBAG, County Real Estate Services (CRES) has completed appraisals of the nine (9) subject properties which are summarized in attachment "A." The total costs for acquiring required easements on these nine (9) parcels, including costs for the property owner to replace landscape plant materials and repair damaged landscape irrigation facilities within the temporary construction easements, is estimated at \$49,146. SANBAG's construction contractor will be responsible for protecting-in-place, all existing improvements other than landscape plant materials and landscape irrigation facilities that are located within the temporary construction easements. Other improvements include items such as concrete patio slabs, masonry planter boxes and property perimeter fencing.

Copies of the appraisals are on file with the Clerk of the Board and are available for review. The Board should be aware that while condemnation actions for these properties is a last resort and SANBAG's agent will go to every extent possible to avoid such actions, there is a potential that the

aforementioned easements may need to be acquired through eminent domain proceedings.

Staff has reviewed the appraisal reports and is recommending that the Board approve the appraisals and authorize staff, through CRES, to make offers for purchase of the aforementioned easements up to an aggregate amount of \$75,000, which includes an approximate 50% contingency above the appraised easement values contained in the appraisal reports. The sizable contingency percentage is deemed necessary because, pursuant to Civil Code of Procedure Section 1263.25, the owners of the subject properties are entitled to obtain an independent appraisal for actual reasonable costs up to \$5,000. These costs would be covered by the requested contingency, if necessary.

Acquisition of these easements in a timely manner is critical to maintaining the planned construction schedule for the project. To expedite acquisitions, staff recommends that the Board authorize the Executive Director to act on behalf of SANBAG in signing offers to acquire the temporary construction and/or permanent roadway easements for the properties identified in Attachment "A".

***Financial Impact:*** This item is consistent with current Fiscal Year 2009/2010 budget with \$75,000 in TCRP funds available under TN 87010000.

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on February 11, 2010.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

**ATTACHMENT "A"**  
**Hunts Lane/UPRR Grade Separation - Parcels Information**

PARCEL #	A.P.N. #	OWNER	ADDRESS	CITY	TYPE
1	0164-392-60	Esther Rosso, Trustee of the Ruben and Esther Rosso Living Trust	824 S. Smallwood Street	Colton	Temporary Construction Easement
2	0164-392-61	Deborah Enix	816 S. Smallwood Street	Colton	Temporary Construction Easement
3	0164-391-02	Awoke Sheferaw and Bezunesh Mebratu	2381 Riverwood Street	Colton	Temporary Construction Easement
4	0164-391-23	Danielle D. and John P. Guevara	2382 Mountain Woods Street	Colton	Temporary Construction Easement
5	0164-391-26	William H. Piggott	2379 Mountain Woods Street	Colton	Temporary Construction Easement
6	0164-391-54	PCB-Lincoln Company C/O Stonewood Community Association	Common Use Area	Colton	Permanent Roadway Easement
7	0141-471-08	Tobin A. and Valerie E. Brinker	2462 S. Dartmouth Road	San Bernardino	Temporary Construction Easement
8	0141-471-09	Vertenia Renee Robinson	2458 S. Dartmouth Road	San Bernardino	Temporary Construction Easement
9	0164-321-27	John E. and Gail A. Dietrich, Trustee of the John E. and Gail A. Dietrich Living Trust	SE corner of Redlands Blvd. and Hunts Lane (Vacant)	San Bernardino	Permanent Aerial Utility Easement

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM: 10

**Date:** March 3, 2010

**Subject:** Contract No. C05023 with David Evans and Associates, Inc. to provide Construction Management Services on State Route 210 (SR-210) Landscape Construction Projects for Segments 1-4

**Recommendation:\*** Approve Amendment No. 1 to Contract No. C05023 with David Evans and Associates, Inc. in the amount of \$234,385, increasing the contract total amount from \$2,172,000 to \$2,406,385, and extending the completion date to December 31, 2011.

**Background:** In May 2005, SANBAG Board approved Contract No. C05023 with David Evans and Associates, Inc. to provide construction management services on SR-210 Landscape Construction Projects for Segments 1 through 4 in the Cities of Upland and Rancho Cucamonga. The Scope of Work included construction management services during the construction of new freeway landscape improvements and a one-year plant establishment period with two-year extended plant establishment period following the completion of construction work for each segment project.

Construction began in January 2006 on Segment 1, followed by Segment 2 in February 2006, Segment 4 in July 2006 and Segment 3 in August 2006. The construction contractor that was awarded contracts for Segments 1, 2 and 4 defaulted on performance of the contracts during the plant establishment periods and was terminated by SANBAG. The bonding surety took responsibility for performance of the remainder of work; however, administrative delays during the transition to a new contractor extended completion of plant establishment by approximately 10 months for those three segments. All four segment projects are

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_



currently in their two-year extended plant establishment periods, the last of which is expected to be completed by September 2011.

This amendment increases the contract amount by \$234,385, which includes a base amount of \$213,077 plus a 10% contingency amount of \$21,308. The amendment is needed to compensate the Consultant for additional work and delay in dealing with the default of the construction contractor; and to extend the period of performance until December 31, 2011, which allows time for the consultant to assist SANBAG in finalizing as-built plans and closing out project files.

Based on appropriate consultant staffing levels, the estimated cost to complete the scope of work from November 1, 2009 through project closeout is approximately \$450,829. With a 10% contingency of \$45,083, the total estimated cost to complete is \$495,912. As of October 31, 2009, there was a base balance of \$67,073 remaining under the original contract, plus another \$194,454 in available contingencies, for a total remaining contract balance of \$261,527. The requested amount of the subject contract amendment (\$234,385) is the difference between the estimated cost to complete (\$495,912) and the remaining contract balance (\$261,527).

***Financial Impact:*** The recommendation is consistent with the fiscal year 2009/2010 budget. The requested increase in the contract amount will be included in the 2010/2011 budget for Task 82410000.

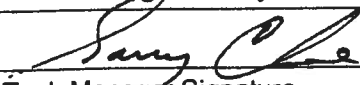
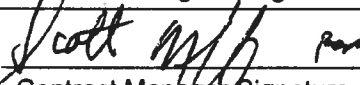
***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on February 11, 2010. SANBAG Counsel has reviewed and approved the subject amendment as to form.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. **C05023-1**  
by and between San Bernardino County Transportation Authority  
and  
David Evans and Associates, Inc.  
for SR-210 Segments 1-4 Landscaping Construction Management

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable	Vendor Contract # _____		Retention:		<input type="checkbox"/> Original	
<input type="checkbox"/> Receivable	Vendor ID _____		<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No		<input checked="" type="checkbox"/> Amendment	
Notes: Contract amendment amount of \$234,385 to be included in 2010/2011 FY budget for Task 82411000.						
Original Contract:		\$ <u>1,974,545</u>	Previous Amendments		\$ _____	
			Previous Amendments		\$ _____	
			Contingency / Allowance Total:			
Contingency / Allowance Amount		\$ <u>197,455</u>	Current Amendment:		\$ <u>213,077</u>	
			Current Amendment Contingency / Allowance:		\$ <u>21,308</u>	
Contingency Amount requires specific authorization by Task Manager prior to release.						
<b>Contract TOTAL ►</b>					<b>\$ <u>2,406,385</u></b>	
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.						
▼ Include funding allocation for the original contract or the amendment						
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
824	650	642	5553/52001	I300/99006	Measure I	\$ <u>234,385</u>
_____	_____	_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: _____				Contract Start: _____		Contract End: _____
New Amend. Approval (Board) Date: <u>3/3/10</u>				Amend. Start: <u>3/3/10</u>		Amend. End: <u>12/31/11</u>
Allocate the <b>Total Contract Amount</b> or <b>Current Amendment</b> amount between <b>Approved Budget Authority</b> in the current year and <b>Future Fiscal Year(s) Unbudgeted Obligation</b> .						
<b>Approved Budget Authority ►</b>		Fiscal Year: <u>09/10</u> \$ <u>0</u>		<b>Future Fiscal Year(s) – Unbudgeted Obligation ►</b>		\$ <u>234,385</u>
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>824</u> (C-Task may be used here.).						
<input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Underutilized DBE (UDBE)
<input type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State/Local Funds

Task Manager: Garry Cohoe		Contract Manager: Sagar Pandey	
	<u>2/4/10</u>		<u>2/4/10</u>
Task Manager Signature	Date	Contract Manager Signature	Date
_____ Chief Financial Officer Signature		_____ Date	

**AMENDMENT NO. 1**

**CONTRACT NO. C05-023**

**Agreement By And Between**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS/  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**and**

**David Evans and Associates, Inc.**

This AMENDMENT No. 1 to CONTRACT No. C05-023 entered into this 3rd day of March, 2010 by and between the firm of David Evans and Associates, Inc. (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called AUTHORITY):

WITNESSETH,

WHEREAS, AUTHORITY, under Contract No. C05-023, has engaged the services of CONSULTANT to provide professional services for Construction Management for State Route 210 (SR-210) Landscape Construction (Segments 1-4); and

WHEREAS, the parties hereto desire to amend the aforesaid Contract to extend the contract expiration date and increase the contract amount.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, CONSULTANT and AUTHORITY do hereby agree as follows:

1. The not-to-exceed cost of Contract No. C05-023 shall be increased by \$213,077, plus \$21,308 for contingencies, for a new not-to-exceed total Contract amount of \$2,406,385. The cost increase shall include all work to be performed by CONSULTANT and subconsultants, and all overhead costs and fees for CONSULTANT and subconsultants, as detailed in Exhibit 1, Total Estimated Cost to Complete Contract, of this Amendment.
2. Article 2 Performance Schedule and Force Majeure Paragraph 2.1 shall be amended to extend the Period of Performance by CONSULTANT until December 31, 2011 to allow completion of the work as described in Contract No. C05-023.
3. Except as amended by this Amendment, all other provisions of Contract No. C05-023 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

**David Evans and Associates, Inc.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**San Bernardino Associated Governments**

By: \_\_\_\_\_  
Paul M. Eaton, President  
SANBAG Board of Directors

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG Counsel

**EXHIBIT 1**

**Total Estimated Cost to Complete Contract**

**FOR**

**AMENDMENT NO. 1**

**CONTRACT NO. C05-023**

**Agreement By And Between**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS/  
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**and**

**David Evans and Associates, Inc.**

DAVID EVANS AND ASSOCIATES - PROJECTION OF HOURS/COST FOR SR210 LANDSCAPE CM TO END OF EEP CONTRACT

Labor Classification		Hours	Days	Weeks	Hours	Direct Rate	Subtotal	Overhead	Fee	Total
Estimated Minimum Staffing Hours for Segment 4										
Resident Engineer / PM	4	500	100	400	\$	55	\$ 22,000	\$ 20,400.00	\$ 4,940	\$ 53,240
Landscape Inspector	8	500	100	400	\$	40	\$ 20,000	\$ 18,000.00	\$ 8,000	\$ 46,000
Cost Support	1	250	50	250	\$	30	\$ 7,500	\$ 6,750.00	\$ 330	\$ 8,580
Admin	0.5	100	20	100	\$	27	\$ 2,700	\$ 2,430.00	\$ 50	\$ 3,180
Office Engineer (sub-consultant)	1	500	100	400	\$	85	\$ 33,500			\$ 33,500
Estimated Minimum Staffing Hours for Segment 3										
Resident Engineer / PM	3	350	70	210	\$	55	\$ 11,550	\$ 10,600.00	\$ 2,541	\$ 24,691
Landscape Inspector	6	350	70	210	\$	40	\$ 8,400	\$ 7,560.00	\$ 1,980	\$ 17,940
Cost Support	1	150	30	150	\$	30	\$ 4,500	\$ 4,050.00	\$ 50	\$ 5,050
Admin	0.5	100	20	100	\$	27	\$ 2,700	\$ 2,430.00	\$ 50	\$ 3,180
Office Engineer (sub-consultant)	1	350	70	210	\$	85	\$ 17,850			\$ 17,850
Estimated Minimum Staffing Hours for Segment 1 & 2										
Resident Engineer / PM	4	350	70	280	\$	55	\$ 15,400	\$ 14,000.00	\$ 3,500	\$ 32,900
Landscape Inspector	16	350	70	1,120	\$	40	\$ 44,800	\$ 40,320.00	\$ 11,334	\$ 96,454
Cost Support	1	150	30	150	\$	30	\$ 4,500	\$ 4,050.00	\$ 50	\$ 5,050
Admin	0.5	100	20	100	\$	27	\$ 2,700	\$ 2,430.00	\$ 50	\$ 3,180
Office Engineer (sub-consultant)	2	350	70	140	\$	85	\$ 11,900			\$ 11,900
Projection based upon working days @ 8hrs per day divided by 40 hours per week										
Estimated Minimum Staffing Hours - Total Contract										
					Total	Direct Rate	Subtotal	Overhead	Fee	Total
Total minimum projected hours for Resident Engineer					890	\$	\$ 39,350	\$ 35,280.00	\$ 8,774	\$ 83,404
Total minimum projected hours for Landscape Inspector					2,480	\$	\$ 99,200	\$ 89,280.00	\$ 23,000	\$ 211,480
Total minimum projected hours for Cost Support					148	\$	\$ 4,350	\$ 3,915.00	\$ 490	\$ 5,755
Total minimum projected hours for Admin					36	\$	\$ 972	\$ 872.00	\$ 178	\$ 1,920
Total minimum projected hours for Office Engineer					310	\$	\$ 25,350			\$ 25,350
Value:										
					TOTAL PROJECTED VALUE AS OF 11/1/09					
					\$ 450,819					

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM: 11

**Date:** March 3, 2010

**Subject:** Request for Proposals (RFP) to provide Construction Management Services for Landscape Construction Projects along State Route 210 (SR-210) for Segments 8-11

**Recommendation:\*** Authorize staff to release RFP No. 10183 to provide Construction Management Services for Landscape Construction Projects for Segments 8-11 along State Route 210 in the cities of Fontana, Rialto and San Bernardino.

**Background:** SANBAG is the lead agency for construction of Segments 1 through 11 of the SR-210 corridor within San Bernardino County. Highway construction for Segments 8 through 11 of SR-210, between Sierra Avenue in Fontana to Interstate 215 in San Bernardino, was substantially completed in the summer of 2007. In November 2008, SANBAG and Caltrans entered into a design cooperative agreement where Caltrans was to provide environmental clearance (PA/ED) and preparation of final design (PS&E) for landscaping projects along these recently completed freeway segments.

Landscape construction on Segment 8 is planned to start in August 2010. Subsequent sections will begin construction in approximate eight month intervals following the start of Segment 8 construction. Under the current schedule, Segment 11 construction is expected to start in late summer 2012.

Staff is currently working with Caltrans to finalize construction cooperative agreements for the Segment 8-11 landscape projects. SANBAG will Advertise,

*Approved*  
*Board of Directors*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

Award and Administer (AAA) construction contracts and seeks the assistance of a qualified consultant firm to provide Landscape Architecture and Construction Management (CM) services in support of these four projects. Upon completion of landscape construction within each segment, Caltrans requires that SANBAG provide a one year plant establishment period and two year extended maintenance period during which SANBAG will be responsible for maintaining the new planting and irrigation systems. The subject RFP requests Landscape Architecture and Construction Management services from the start of construction through the completion of plant establishment and maintenance for each Segment.

***Financial Impact:*** This action has no immediate financial impact to SANBAG, however it may lead to the award of a professional services contract in the future.

***Reviewed By:*** This item was reviewed and unanimously recommended for approval by the Major Projects Committee on February 11, 2010. SANBAG Counsel has reviewed and approved the draft professional services agreement as to form.

***Responsible Staff:*** Garry Cohoe, Director of Freeway Construction



**ATTACHMENT “A”**

**Scope of Services**

**By and between**

**San Bernardino Associated Governments/  
San Bernardino County Transportation Authority**

**And**

**T.B.D.**

**To**

**Provide Construction Management Services**

**For**

**SR-210 Landscaping (Segments 8 thru 11)**

**Within the Cities of Fontana, Rialto and San Bernardino**

**Contract No. 10183**

## INDEX

- A. DESCRIPTION OF SERVICES
- B. PERFORMANCE REQUIREMENTS
- C. DUTIES AND RESPONSIBILITIES
  - 1. Pre-construction Services
  - 2. Bid Process
  - 3. Project Administration
  - 4. Construction Coordination
  - 5. Construction Inspection
  - 6. Project Support
  - 7. Cost and Schedule
  - 8. Change Orders and Claims
  - 9. Safety
  - 10. Project Close Out
- D. DELIVERABLES
- E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT
- F. MATERIALS TO BE FURNISHED BY SANBAG
- G. STANDARDS
- H. LIMITATIONS TO AUTHORITY
- I. THIRD PARTY RELATIONSHIPS
- J. CONSTRUCTION SITE SAFETY
- K. PERSONNEL QUALIFICATIONS

A. DESCRIPTION OF SERVICES

The San Bernardino Associated Governments (SANBAG) will utilize the services of CONSULTANT to manage the construction and plant establishment activities for State Route 210 (SR-210) Segments 8 thru 11 Landscape Construction Projects, the first of which (Segment 8) is anticipated to go out to bid beginning Fall 2010. The remaining three segments (9 thru 11) will each start construction with approximate eight month intervals after the start of construction on the previous segment. Plant establishment activities will begin after completion of the landscape construction activities for each segment and will include a one-year plant establishment period performed by the construction contractor followed by a two-year extended plant establishment to be performed by contracted landscape maintenance forces.

**SR-210 Landscape Construction Projects (Segments 8 thru 11)**

The SR-210 Landscape Construction Projects (Segments 8 thru 11) propose to provide planting, irrigation and inert groundcover on State Route 210 from west of Sierra Avenue in Fontana to the Little Mountain Drive Undercrossing in the City of San Bernardino.. The major project features include pavement widening, retaining wall construction, local street improvements, grading, drainage modifications, signing and striping and traffic handling SANBAG estimates that construction activities for these projects will last approximately 12 months each, followed by 36 months of plant establishment for each segment. It is anticipated that construction management services contemplated in this Scope of Services will last approximately 72 months from the start of construction on Segment 8 through the completion of plant establishment on Segment 11.

CONSULTANT shall provide qualified construction management and inspection personnel to perform a wide variety of construction management, support and contract administration duties as outlined in this Scope of Services for the Projects.

The SANBAG Contract Manager for this contract will be:

Mr. Garry Cohoe  
Director of Freeway Construction

SANBAG has selected Parsons as Program Manager for the Measure I Valley Major Projects. In addition to Parsons' Project and Construction Management staff, SANBAG also employs a full time Construction Manager to coordinate all construction activities. The CONSULTANT shall report to and receive direction from SANBAG through the SANBAG Construction Manager, or his designee.

The SANBAG Construction Manager, or his designee, is responsible for coordination of all SANBAG construction activities and for coordinating the efforts of the entire construction team. The SANBAG Construction Manager, or his designee, will be the main contact and primary source of information between SANBAG, cities, outside agencies, supporting consultants and the public for the construction projects.

B. PERFORMANCE REQUIREMENTS

**Construction Management:** CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SANBAG. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. The Project Manager may also serve

as the Resident Engineer. The Resident Engineer shall be assigned to direct and coordinate construction activities under this contract. Other Assistant Resident Engineers may be assigned to each specific project responsibilities as needed. The Project Manager and/or Resident Engineer shall be a Landscape Architect registered in the State of California and shall be in responsible charge of construction management and construction activity within the Project.

The number of CONSULTANT personnel assigned to the project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the project schedule, project requirements, and construction activities.

Resumes of personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. SANBAG and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by SANBAG. If, in the opinion of SANBAG, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to SANBAG, SANBAG may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the Project Manager shall provide approved, equally qualified replacement personnel until the assigned personnel returns to the Project.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, CONSULTANT services will not be provided unless authorized by the SANBAG Construction Manager. The Project Manager, with concurrence from SANBAG, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. Unless otherwise directed by SANBAG, the normal work week will consist of 40 hours. From time to time, overtime may be required. However, all overtime required by CONSULTANT personnel shall be approved and authorized by SANBAG prior to each occurrence.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SANBAG, State, and City officials during the course of the Project. CONSULTANT personnel shall perform duties as may be required to assure that construction is being performed in accordance with the Project plans and specifications. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

CONSULTANT shall monitor for Contractor's compliance with the labor standards provisions of the projects and the related wage determination decisions of the Secretary of Labor.

CONSULTANT personnel shall assist SANBAG and local agencies in obtaining compliance with the safety and accident prevention provisions of the projects. Local agencies will retain jurisdictional control for traffic control.

All services required herein shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards, except as noted in the special provisions.

**C. DUTIES AND RESPONSIBILITIES**

**1. Pre-construction Services**

**a. Plan Review**

CONSULTANT shall review construction contract documents prior to construction. Tasks include review of plans, specifications, technical reports, resident engineer's files, and associated items in order to verify completeness and consistency throughout the Projects. At a minimum, CONSULTANT shall check for quantity discrepancies, potential conflicts, plant adaptability and plant testing specifications, constructability, and consistency between plans and specifications.

**b. Schedule**

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to SANBAG, as appropriate, to ensure efficiency of Contractor and CONSULTANT operations and safe and expeditious completion of the Project.

**c. Budget**

CONSULTANT shall review the Project estimate and provide recommendations to SANBAG, as appropriate, to ensure efficient utilization of funds and control of project costs.

**2. Bid Process**

**a. Bid Documents**

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

1. Review of bid documents
2. Preparation of bid tabulations

**b. Pre-construction Meetings**

CONSULTANT shall assist SANBAG in conducting one, or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, the design engineer, Caltrans, County, cities, utility companies, and developers.

c. Contract Award

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

1. Review of bid for completeness and responsiveness
2. Perform bid analysis
3. Development of contractor payment schedules, and other procedural items.
4. Checking Contractor references, licenses, insurance, and sureties.
5. Coordination with prospective Contractor for award of construction contract(s).

All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and Local Assistance Procedure Manuals.

3. Project Administration

- a. CONSULTANT shall administer project construction contracts using Caltrans Construction Manual as a guideline.
- b. CONSULTANT shall conduct regular project coordination meetings with Contractor, SANBAG, local agencies, and design engineer, as appropriate. CONSULTANT shall record minutes of these meetings and status/track all resulting action items.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SANBAG for approval.
- d. CONSULTANT shall provide reports as needed to comply with specific funding requirements.
- e. CONSULTANT shall establish and maintain Project records in accordance with the Caltrans Construction Manual. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.
- f. CONSULTANT shall establish and maintain a filing system for each Project using the Caltrans Construction Manual as a guideline.

- g. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the Project.
- h. CONSULTANT shall prepare and submit a monthly Activity Summary Report for the Project. The activity report shall include status of SWPPP issues, RFIs, contract change orders, and notice of potential claims; construction activities completed, ongoing, and upcoming; status of project budget and schedule, and other highlights and critical issues.
- i. CONSULTANT shall review and ensure compliance with environmental requirements.
- j. CONSULTANT shall participate in partnering sessions with the Contractor, SANBAG, Caltrans and Local Agencies, as required.
- k. CONSULTANT shall ensure that the Project meets all provisions of the Caltrans Quality Assurance Program Manual.
- l. CONSULTANT shall review Contractors' certified payroll records and ensure compliance with the requirements of the construction contract..
- m. CONSULTANT shall ensure that the Project meets all provisions of the Storm Water Pollution Prevention Plan (SWPPP).
- n. CONSULTANT shall assure that the Project meets all applicable regulations of the Air Quality Management District (AQMD).
- o. CONSULTANT shall maintain redlined as-built plans on an ongoing basis throughout the duration of the project. Redlined plans shall show all changes made to the original contract plans, each change identified with the name of the approver, date of change approval , and CCO number, if applicable.

#### 4. Construction Coordination

- a. CONSULTANT shall provide a minimum of one qualified Landscape Architect, and as many qualified inspectors needed to effectively manage the Project.
- b. CONSULTANT Resident Engineer shall act as a prime point of contact between Contractor, SANBAG, and any affected utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between design engineers, Caltrans, cities, and the public. CONSULTANT shall ensure coordination with property owners adjacent to project right-of-way to ensure timely communication regarding construction activities and scheduling.
- c. CONSULTANT shall maintain regular contact with SANBAG's Construction Manager through daily briefings, in-person and/or by telephone.

- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the assigned utility inspector.
- e. CONSULTANT shall proactively review Project plans and special provisions for possible errors and deficiencies prior to construction of any specific element and report such findings to SANBAG. Should SANBAG determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents and executed Cooperative Agreement with Caltrans.
- f. CONSULTANT shall provide all required monitoring, coordination and tracking of construction progress to ensure the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall SANBAG construction program.
- g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the SANBAG Construction Manager, or his designee. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall provide a qualified SWPPP coordinator who shall review contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SANBAG. CONSULTANT shall cooperate with monitoring agency inspections and field reviews.
- i. CONSULTANT shall coordinate the implementation of any changes with the SANBAG Construction Manager, or his designee, and the design engineer.
- j. CONSULTANT shall review and approve Traffic Control Plans and forward to SANBAG for obtaining Caltrans/City/County approval, as necessary.
- k. CONSULTANT shall coordinate all Project construction activities with other on-going projects within and adjacent to the Project limits.

5. Construction Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall ensure that appropriate State and local agencies are notified and present as required throughout the Project. CONSULTANT shall notify SANBAG immediately regarding any directives, recommendations, notices, etc. received from agencies other than SANBAG.
- b. CONSULTANT shall perform daily on-site observations of the progress and quality of landscape construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.



- c. CONSULTANT shall establish and maintain cooperative relations with those contacted during the course of work and be able to communicate effectively, both orally and in writing. Except as otherwise directed by the SANBAG Construction Manager, all written, project related correspondence prepared by CONSULTANT shall be issued on CONSULTANT's letterhead and not on SANBAG's letterhead.
- d. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.
- e. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, Caltrans Erosion Control and Highway Planting requirements, and safety standards. CONSULTANT personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the Work Area Traffic Control Handbook (WATCH). In addition, CONSULTANT personnel shall be familiar with the construction requirements of Caltrans' Storm Water Pollution Prevention Program.
- f. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
  - 1. Subgrade inspection, quantity calculations, checking grade and alignment, construction traffic control, soil amendments and plant material identification & quality control, hardscape inspection, trenching & irrigation inspection and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
  - 2. Identifying actual and potential problems associated with the Project and recommending sound solutions. Inspection personnel should be capable of identifying common plant diseases and/or pests together with their respective eradication techniques, directing plant adaptability requirements, and recognizing proper planting and pruning techniques.
  - 3. Schedule sampling and testing of construction materials in accordance with Caltrans procedures.
  - 4. Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
  - 5. Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
  - 6. Preparing landscape construction sketches, drawings, and cross-sections, as necessary, including a registered Landscape Architect seal on drawings as

may be required by approving agencies.

7. Assisting in the preparation of as-built plans.
8. Providing inspections for environmental compliance.
9. Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions.
10. Maintaining awareness of water conservation measures and monitoring Contractor's compliance with local ordinances and other regulations regarding water use.
11. Monitoring Contractors' compliance with applicable regulations required by AQMD.
12. Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

If required, SANBAG will provide all necessary Project related surveys and construction staking under separate contract. CONSULTANT shall communicate with the Contractor to help ensure timely coordination of staking requests. CONSULTANT shall schedule all necessary construction staking with the SANBAG surveyor.

b. Materials Testing and Geotechnical Services

If required, SANBAG will provide all necessary Project related materials acceptance testing and quality control services under separate contract. Caltrans will perform any quality assurance testing as deemed necessary. CONSULTANT shall coordinate with the Contractor and schedule all materials testing with SANBAG and Caltrans.

c. Public Relations

SANBAG employs full time public relations staff to implement a public awareness program for Route 210 Landscape Construction. CONSULTANT shall cooperate with SANBAG in the dissemination of appropriate Project information. CONSULTANT personnel receiving complaints from the public or other entities shall promptly notify the SANBAG Construction Manager. CONSULTANT shall maintain a log of all complaints and inquiries by the public or other entities. Where appropriate, CONSULTANT shall direct the Contractor to address complaints in a timely manner.

d. Permits

CONSULTANT shall review the project for permit compliance and coordinate with SANBAG, the design engineer/landscape architect, and other SANBAG consultants to ensure that necessary permits are obtained. CONSULTANT shall assist SANBAG in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

7. Cost and Schedule

a. CONSULTANT shall monitor and track the following:

1. Contract pay item quantities and payments
2. Contract change orders
3. Supplemental work items
4. Agency furnished materials
5. Contingency balance
6. Project budget

b. CONSULTANT shall review and monitor Contractor's schedule and inform SANBAG of any significant changes or deviations in the schedule.

c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel based on the Contractor submitted baseline schedule update. In cooperation with SANBAG, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Contract Change Orders and Claims

a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SANBAG shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, or other project consultants. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.

b. CONSULTANT shall attempt to avoid all unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SANBAG prior to its preparation. Unless directed otherwise by SANBAG, the preferred method of payment for Contract Change Orders should be as follows

1. Agreed Price
2. Adjustment in compensation to a bid item
3. Time and materials or Force Account

CONSULTANT shall perform force account analysis to validate cost submitted by the Contractor for contract change orders with agreed unit price, lump sum price, and adjustment in components. Analysis shall be based on realistic production and

resource needs to complete the work.

- c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims. The CONSULTANT shall implement appropriate claims avoidance processes where in the best interests of SANBAG as determined by SANBAG's Construction Manager.
- d. CONSULTANT shall assist SANBAG, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SANBAG or the Project.

9. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

- a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide SANBAG with monthly status of safety reports.
- b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.
- c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.
- d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

- a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.
- b. CONSULTANT shall oversee the consolidation of all as-built information collected during the course of work on the project for the final preparation and formal submittal to SANBAG, including irrigation drawings and SWPPP provisions as applicable.
- c. CONSULTANT shall review and verify completeness of as-built drawings to the extent of CONSULTANT's knowledge.
- d. CONSULTANT shall conduct a final walk-through with SANBAG, Caltrans, Local Agencies, Contractors, and design engineer/landscape architect.
- e. CONSULTANT shall prepare final construction reports including the Project Completion Report.
- f. CONSULTANT shall prepare and deliver to SANBAG all project files.

- g. CONSULTANT shall assist SANBAG and Contractor in obtaining final release of all project permits.

**D. DELIVERABLES**

1. Inspector daily reports, extra work diaries and Resident Engineer's (or Landscape Architect's) daily diaries for each segment.
2. Monthly Project Activity Summary Reports.
3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
4. Contractor final payment documents, delivered to SANBAG no later than ten (10) working days after acceptance by SANBAG of the completed construction project.
5. Project Completion Report.
6. All project files, project reports, correspondence, memoranda, shop drawings, project logs, change order data, claims and claim reports, and Contractor payment records.
7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates.

**E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT**

1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SANBAG.
2. CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with flashing yellow lights, either permanently or temporarily affixed.
3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).

**F. MATERIALS TO BE FURNISHED BY SANBAG**

1. SANBAG will provide copies of all Project construction documents including plans, special provisions, reports, designer prepared resident engineer files, and contracts.
2. SANBAG will provide copies of all previously secured permits and Project authorizations.

3. SANBAG will provide Class "A" office space, including telephones, desks, chairs, file cabinets, book cases, and one printer, fax and copier machine.

**G. STANDARDS**

All construction inspection, and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans Manuals including:

1. Construction Manual and its revisions
2. Quality Assurance Program Manual
3. Manual of Uniform Traffic Control Devices (MUTCD) and MUTCD California Supplement.
4. Caltrans Standard Specifications and Standard Plans
5. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual

Work not covered by the manuals shall be performed in accordance with accepted professional standards.

The Resident Engineer and SANBAG will decide all questions which may arise as to the quality or acceptability of deliverables furnished and work performed for this contract. Any CONSULTANT employee who does not perform adequately will be replaced if directed by the SANBAG Construction Manager.

**H. LIMITATIONS TO AUTHORITY**

CONSULTANT does not have the authority to:

1. Authorize deviations from the contract documents.
2. Approve substitute materials or equipment; except as authorized in writing by SANBAG.
3. Conduct or participate in tests or third party inspections; except as authorized in writing by SANBAG.
4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.
5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.
6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.

7. Verbally authorize or approve change orders or extra work for the Project.
8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

I. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for a specific project. In the development of the Project, SANBAG has worked closely with various professional consultants, agencies, and others in the preparation of the construction documents and other Project related materials. SANBAG, however, is solely responsible for and will be the sole point of contact for all contractual matters related to the Project. CONSULTANT shall take direction **only** from SANBAG and shall regularly inform **only** SANBAG of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with Caltrans, City or County representatives, the design engineer, Project consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SANBAG enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SANBAG. Unless otherwise specifically directed by SANBAG, all oral and written communication with outside agencies or consultants related to the project shall be directed only to SANBAG. Distribution of Project related communication and information shall be at the sole discretion of SANBAG representatives.

J. CONSTRUCTION SITE SAFETY

In addition to the requirements specified elsewhere in this contract, the following also will apply.

1. CONSULTANT will conform to the safety provisions of the Caltrans Construction Manual.
2. CONSULTANT's field personnel will wear white hard hats with proper suspension, orange vests with reflective tape, sleeved shirt, long pants, and leather boots with ankle support and rubber soled shoes at all times while working in the field.
3. CONSULTANT will provide appropriate safety training for all CONSULTANT's personnel, including work on and near highways.
4. All safety equipment will be provided by CONSULTANT.

K. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments shall be subject to approval by SANBAG. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the project shall have the following minimum qualifications:

1. Project Manager

Minimum qualifications shall be as follows:

- a. Six (6) years project management experience on similar highway landscape construction projects.
- b. Licensed Professional Civil Engineer, or Licensed Landscape Architect in the State of California. (Note: The Project Manager or the Resident Engineer assigned to this project MUST be a Licensed Landscape Architect.)
- c. Ability to use typical computer software for word processing and preparing spreadsheets.
- d. Reasonably accessible to SANBAG during normal working hours.
- e. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office). and Caltrans Erosion Control & Highway Planting Standards.

The Project Manager will assume the following functional responsibilities:

- a. Review, monitor, train, and provide general direction for CONSULTANT personnel.
- b. Act as prime CONSULTANT contact between SANBAG and SANBAG's Construction Manager.
- c. Assign personnel to projects on an as-needed basis.
- d. Administer personal leave.
- e. Prepare monthly reports for delivery to SANBAG.

2. Resident Engineer

Minimum qualifications shall be as follows:

- a. Eight (8) years resident engineer experience on similar highway landscaping construction projects.
- b. Licensed Professional Civil Engineer, or Licensed Landscape Architect in the State of California. (Note: The Project Manager or the Resident Engineer assigned to this project MUST be a Licensed Landscape Architect.)
- c. Ability to use appropriate calculations for hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.



- d. Ability to use typical computer software for word processing and preparing spreadsheets.
- e. Reasonably accessible to SANBAG during normal working hours.
- f. Possess a thorough understanding of Caltrans Construction Contract Administration Procedures, Caltrans Construction Practices and Procedures (for both field and office). and Caltrans Erosion Control & Highway Planting Standards.
- g. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- h. Possess a thorough understanding of all local regulatory requirements pertaining to the Storm Water Pollution Prevention Plan (SWPPP) and the National Pollution Discharge Elimination System (NPDES) as they relate to highway landscape construction projects.
- i. Possess a thorough understanding of local ordinances and other regulations regarding water use and water conservation measures as related to landscape irrigation.
- j. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication.

The Resident Engineer will assume the following functional responsibilities:

- a. Monitor and provide daily direction to CONSULTANT's Assistant Resident Engineers and inspection personnel.
- b. Assign field personnel to specific project tasks.
- c. Monitor and track Contractor progress.
- d. Prepare daily, weekly and monthly reports as required.
- e. Coordinate utility service installations and/or relocations with appropriate agencies and the utility inspector.
- f. Act as prime field contact between SANBAG, SANBAG's Construction Manager or his designee and various project Contractors.

### 3. Lead Field Inspector

Minimum qualifications shall be as follows:

- a. Eight years (8) construction inspection experience as related to Caltrans or other major highway landscape construction projects or a four-year degree in the field of civil engineering or landscape architecture and four years of similar construction

experience.

- b. Possess general knowledge of Caltrans Erosion Control & Highway Planting Standards and construction practices, physical characteristics and properties of landscaping construction materials, and approved methods and equipment used in making physical tests of landscape construction materials.
- c. Possess general knowledge of hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems.
- d. Possess a general understanding of local regulatory requirements pertaining to the Storm Water Pollution Prevention Plan (SWPPP) as they relate to highway landscape construction projects.
- e. Possess a general understanding of local ordinances and other regulations regarding water use restrictions and water conservation measures as related to landscape irrigation.
- f. Possess general knowledge of common local plant diseases and pests together with respective methods and procedures used in control and eradication
- g. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- h. Ability to direct the efforts of subordinate inspectors.
- i. Possess a general understanding of Caltrans field and construction office procedures.
- j. Ability to use typical computer programs for word processing and preparing spreadsheets.

The Lead Field Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of construction, including commissioning of electrical irrigation controllers and other types of automatic water coverage and monitoring systems.
- b. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- c. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- d. Maintain accurate and timely project records. Perform quantity calculations for progress pay estimates.

- e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- f. Provide input for the redesign of facilities to fit existing field conditions.
- g. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

5. Field Inspector

Minimum qualifications shall be as follows:

- a. Four (4) years construction inspection experience as related to Caltrans highway landscape projects or other major highway landscape architecture projects..
- b. Possess general knowledge of Caltrans Erosion Control & Highway Planting Standards and construction practices, physical characteristics and properties of landscaping construction materials, and approved methods and equipment used in making physical tests of landscape construction materials.
- c. Possess general knowledge of hydraulic analysis, piping mechanics and strengths of materials as these relate to the design, construction and operation of irrigation systems
- d. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.
- e. Understanding of Caltrans construction methods and practices.
- f. Ability to use typical computer programs for word processing and preparing spreadsheets.

The Field Inspector will assume the following functional responsibilities:

- a. Assist in inspections to assure compliance with contract plans, specifications, and special provisions on all phases of highway landscaping construction.
- b. Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- c. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- d. Perform quantity calculations for progress pay estimates and maintain Project records.
- e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.

- f. Provide input for the redesign of facilities to fit existing field conditions.
- g. Perform labor compliance interviews of the Contractors' personnel.

6. Office Engineer

Minimum Qualifications shall be as follows:

- a. Four years (4) construction inspection/office engineering on similar highway landscape construction projects.
- b. Knowledge of Caltrans Office of Highway Landscaping Construction forms used to administer construction projects.
- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.

The Office Engineer will assume the following functional responsibilities:

- a. Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
- b. Prepare and process contract change orders.
- c. Monitor construction budget and schedule.
- d. Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
- e. Perform routine calculations and checking of quantities.
- f. Coordinate all office activities and functions with SANBAG representatives.